

CHAPTER 6

TERMS AND IMPLEMENTATION OF SURRENDERS

When decisions had to be made about the authorization for a surrender, for subdivisions and for sales, the people who routinely reviewed and had access to the files were J.D. McLean, Secretary of the Department, W.A. Orr of the Lands and Timber Branch, and the Deputy Superintendent General of Indian Affairs. On some occasions or issues the decision would be referred to the Minister. The Chief Surveyor and his staff might also be consulted, as might Accountant D.C. Scott on budgetary concerns. These same individuals had access to survey and upset price data, as might the Indian Agent, the Inspector, the auctioneer, and, of course, the field surveyor. McLean was in charge of sending information about sales to those making inquiries.

The Commissioner's Office might be asked to report on the need for a surrender, on Band response, or on sales possibilities. These reports would sometimes be prepared in conjunction with the Indian Agents and Inspectors, and sometimes by the Commissioner's Office alone, though the Commissioner's Office was not always kept informed of what was going on with surrenders. The overall result was that a number of officials, from the Agency level to Headquarters, had access to survey, sales, and upset price data.

The summaries that follow are taken from data available to me. Little original research was undertaken for this project. There are therefore gaps in information and inconsistencies in presentation from one surrender to the next. To some extent, these irregularities reflect the different approaches taken to the historical and economic research on land surrenders.

PASSPASSCHASE IR 136

Surrender of 1888

The surrender document for Passpasschase IR 136 from November 19, 1888, did not include the requests for housing materials. These may never have been provided, as band members understood the term. The document provided for the sale or lease of land, with the proceeds to be paid annually or semi-annually to the members of the Band. There was no mention of amalgamation of the Band with Enoch/Stony Plain, or the provision of funds to Enoch, as the Department had suggested internally in April 1887. In January 1894, representatives of the two First Nations signed an

agreement to amalgamate and to apply the proceeds from sales to the Enoch trust funds (Tyler 1978, 139-40).

The land was surveyed into quarter sections by Surveyor John C. Nelson and an upset price of \$3.00 per acre was placed upon each quarter. Auctions were held in 1891 and 1893 in Calgary and Edmonton, respectively. Lands remaining were given to the Dominion Lands Agent to sell in 1894, and all were sold by 1902. The average value was \$3.87 per acre (Tyler 1978, 143-44).

On June 26, 1891, Mr Watson, Member of Parliament for Marquette, questioned the handling of the sale of the reserve in the House of Commons. Watson stated that, in his understanding, the first auction was to be held on July 2 and the notice was too short, and the advertising too sparse, to provide a fair sale and to keep the lands from speculation. Advertisements had appeared only in Calgary, Winnipeg, and Regina papers for a sale at Calgary far removed from the site of the reserve. Watson also suggested that, since the lands were at the terminus of the Calgary and Edmonton Railway, the sale should be postponed until railway construction was completed in the coming fall:

Hon. members must know from our past history, and members of the North-West know, that the system of disposing of large tracts to speculators has been antagonistic to the country, and for that reason I have thought fit to draw the attention of the House to this matter, which I consider one of great importance, for it means a very great loss to the Dominion treasury. I desire the Minister of the Interior to state what particular demand has been made for the sale of these lands, and what is the object of now selling the lands through which the railway will be completed in a very few months? (Canada, House of Commons *Debates*, June 26, 1891, 1404)

Minister of Interior Edgar Dewdney, a former Indian Commissioner, replied that it has been common knowledge for months that the land was being surveyed for sale. Advertisement through the papers and through agents has been "extensive." He defended the timing of the sales on the basis that land prices would be higher now, on speculation, than when railway construction was actually finished. Dewdney also stated that the lands had formerly belonged to half-breeds who had taken scrip, and that they had been surrendered at that time (Canada, House of Commons, *Debates*, June 26, 1891, 1404-06).

On August 3, 1891, when Watson inquired in the House about the results of the sale, he learned the land had been sold to

Nancy Miquelon, wife of J. Zoel C. Miquelon, of Calgary
Belle Thomson, wife of John Thomson, of Portage du Fort, Quebec
John Gilmer, Calgary
Edward LeFevre, Bothwell, Ontario
George Alexander, Calgary (largest buyer)
Herbert Samson, Calgary
Arsene Miquelon, Sherbrooke, Quebec (with Ed. LeFevre and John Thomson)
Arthur Millers Rawlinson, Calgary

Not all of the parcels available were sold, and the price of sales was between \$3.00 and \$5.00 an acre (Canada, House of Commons, *Debates*, August 3, 1891, 3265).

In 1897, when discussions were beginning with the Enoch people at Stony Plain reserve about a surrender, the Band expressed dissatisfaction with the lack of proceeds from the Passpasschase surrender (Tyler and Wright 1978, 112). By the time that the Enoch surrender was taken in 1902, however, the Band was receiving some income from the sales.

SHARPHEAD IR 141

Surrender of 1897

The terms of the surrender of the whole of Sharphead IR141 dated September 11, 1897, for the most part followed the standard surrender form. In addition, the moneys received were to be prorated to “our credit” and to that of the several bands with whom the Sharphead people had amalgamated. There was no mention of the condition Forget described in his account of the surrender, that the Band would receive the proceeds only from 26 square miles of its old reserve (that is, the difference between what they had given up and what had been allocated to them at White Whale Lake) (Forget to McLean, December 9, 1897, NA, RG 10, vol. 3912, file 111777-1).

There are, however, some irregularities in the terms, which raise questions. Forget said that the surrender document was signed in the belief that this limitation on benefits would be in effect. Also, it is difficult to determine what was meant by “our credit” since the Band no longer existed, as noted in the following condition that the “other” proceeds would be prorated to the bands with which Sharphead band members had become amalgamated. Forget had also said in his account that he considered that the Indians who had moved to bands other than White Whale Lake would have no voting interest in the reserve, yet he included provisions for “bands” to receive benefits.

The land was subdivided by A.W. Ponton in the summer of 1898. Within a year of the surrender the Department of the Interior was again pressing for the land to be sold at the request of local settlers and immigrants. Ponton placed an upset value of \$1 to \$3 per acre on each quarter, depending on the grade of land. An Order in Council of February 10, 1899, authorized the Dominion Lands Agent at Edmonton to be placed in charge of the sale of land; it also reduced the settlement restrictions from three years to one year, with no improvements required. Purchasers were to pay one-fifth of the purchase price as a down payment, with interest on the remaining four instalments figured at 6 per cent. On April 16, 1899, Secretary J.D. McLean wrote to the Land Agent at Edmonton and told him that, as purchasers were limited to no more than one section, a buyer had only to establish residence on one quarter of this total purchase (NA, RG 10, vol. 3912, file 111777-1). Later correspondence reveals that the land was sold under some confusion. Some buyers thought that they were prohibited from making improvements, and others were not told about the residency requirements. The system of sale began to lend itself to speculation. (See report by E.F. Stephenson, Inspector of Agencies, 1902, in NA, RG 10, vol. 3995, file 199954).

In October 1899, the lands agent at Edmonton tried to convince the Interior Department's Commissioner of Immigration in Winnipeg, W.F. McCreary, to hire the school teacher at Ponoka, J.A. Youmans, to recruit purchasers, since many would-be purchasers were reluctant to travel 70 miles to Edmonton by train. Member of Parliament Frank Oliver, whose support was solicited by Youmans, supported this change, according to a memo from W.A. Orr to McLean, November 21, 1899. Instead, this responsibility was placed in the hands of the Dominion lands agent from Red Deer, E.W. Burley. In addition, a man named Cook Myers was hired as a kind of travelling salesman to take the potential buyers out on the land. He was paid a commission. As the sales were made, Dominion lands subagents were paid 5 per cent commission to collect payments. This led to some clamour by local businessmen to act as subagents and collect the commission, which never reached the capital funds of the bands. A few of these subagents then purchased some of the land or got it on assignment from the original purchaser. There were also irregularities in the amounts forwarded (see NA, RG 10, vol. 4003, files 216650, 213212; vol. 3912, file 111777-1A.)

It seems to have been at this time that the Department's policy regarding assignments took shape. When the land sales were registered by the Dominion Lands Agents empowered to sell the

land, these agents applied the requirements of the Department of the Interior to land assignments. These requirements specified that the assignor had to produce an abstract of title or a certificate verifying that there were no executions against the assignor in order to register an assignment. The purpose was to protect the assignee from being pursued by creditors, or held responsible for unpaid taxes, and to prevent the assignor from fraudulently transferring the purchase to avoid creditors. A legal opinion was solicited in 1903 from law clerk Reginald Rimmer as to whether certification was necessary in Indian land sales. Rimmer confirmed that the Department of Indian Affairs required no such certification, since these executions were not the interest or the responsibility of the Department. Thus, instructions were given to the agents of the Department of the Interior that such certification was not necessary, and, in time, some of the Sharphead assignees did find themselves liable for debts and unpaid taxes (NA, RG 10, vol. 3995, file 199954).

A search of the land sales records reveals that there were many buyers from Nebraska and Iowa, including Daniel Wallis of Mondamin, Iowa, and Wilbur V.H. Bennett, a Canadian Immigration Agent in Omaha, Nebraska. (Wallis was possibly related to James Wallis of Cedar Rapids, Iowa, who picked up the largest portion of land at Muscowpetung; Mondamin is also close to Omaha and to Council Bluffs, Iowa.) Bennett appears to have sold most of the land within the first decade of the century, some of it to other residents of Nebraska. In 1904 he wrote to the Department expressing surprise that there was a residency requirement; obviously it was not enforced (Bennett to J.D. McLean, May 21, 1904, NA, RG 10, vol. 3871, file 89600-06). Bennett was represented in these transactions by the Wetaskiwin firm of Rosenroll and Schmid. Bennett was a major player in an aborted proposal to acquire lands at Ocean Man and Pheasant's Rump in Saskatchewan, along with William J. White, Frank Pedley, and James A. Smart, and in the purchases made from the Grizzly Bear's Head and Lean Man reserves in Saskatchewan.

One section was held out from sale to be divided into wood lots. When it was discovered that much of the timber had either been cut or destroyed by fire, these lots were put up for tender in 1918.

OCEAN MAN AND PHEASANT'S RUMP IR 68 AND IR 69

Surrenders of 1901

Under the terms of these surrenders, these two Assiniboine bands were removed from their reserves and amalgamated with the Cree/Saulteaux White Bear Band, living together on one common reserve at White Bear. The terms of the two surrenders taken March 21, 1901, were the same. The reserves were released to the Crown in entirety, to be sold on the terms most conducive to the welfare of the bands. The usual management fees would be deducted, and \$2500 would be given to each of the bands for removal and for outfitting them on the White Bear reserve. The remainder of the moneys would be placed to their credit, and interest (and a portion of capital) could be used for the benefit of the entire amalgamated band. The burial sites on the reserves would be fenced and not sold without consent.

The amalgamation agreement was also signed on March 21. The White Bear Band agreed to admit the two Assiniboine bands and give them rights to the reserve, in exchange for a joint interest in the proceeds of land sales. The issue of removal costs was clarified in the amalgamation agreement. Only the two Assiniboine bands would receive \$28 per person for removal, but a further amount, averaging \$15 per person for everyone in *all three bands*, was authorized for expenditures in acquiring cattle, implements, lumber, and other articles (Tyler and Wright 1978b, 162-64).

The Department's memorandum to the Privy Council putting forward approval of the surrenders included a recommendation in favour of the sales agreement to George West and Joseph Armstrong (see Chapter 5). It included the final terms negotiated by Commissioner Laird which resulted in a purchase price of \$1.11 per acre, and a requirement to place a minimum number of settlers on the land. Local residents who wanted to buy from the new vendors had six months in which to buy at the going government rate of \$3 per acre. The memorandum went forward in mid-April, but the acceptance was conditional on the purchasers' paying \$6000 to cover the bands' removal costs. It was not immediately approved.

J. Lestock Reid was authorized on April 15 to begin subdividing the land, and the task was assigned some urgency, at DSGIA James Smart's request. Reid was not asked to value the land, but only to describe it in terms of its agricultural potential; the value had already been set by agreement.

The Indians were moved off the reserve in late April, although they had not received the money promised for removal (Tyler and Wright 1978b, 177-79, 188).

When Commissioner David Laird submitted his annual report, he had this to say about the move:

The move is a good one, as with the proceeds of the sale of the two western reserves, and the improved direct oversight the united band can receive from the agency, they ought to be scarcely any further burden on the Department. (Canada, Department of Indian Affairs, *Annual Report*, 1900-01, 221)

As Reid began his work towards the end of April, the purchasers were assembling the cash required, ostensibly from Nebraska banker Joseph Armstrong, who arrived in the Winnipeg area at the same time as Reid. It appears that Armstrong's signature on earlier correspondence had been forged, and that he was now in fact expected to buy the land from George Frederick West, his "partner," and West's associates. Armstrong apparently had not been told that the deal had been negotiated under his signature.

Armstrong went to Souris, near Brandon, Manitoba, to visit friends, and he let it be known that he had the chance to buy the land and bring settlers up from Nebraska. This news sparked the interest of two local businessmen, Anthony J. Hughes and Robert I. Crisp, auctioneer. The three men went to the reserves to look at the land, and Hughes then went to Ottawa to try to buy it, not realizing that the deal had been made. The local paper reported on his trip, and the reasons for it, and this article was picked up by other papers (Tyler and Wright 1978b, 178-83).

Other Souris residents had also heard the story, but were left out of the circle of benefactors. J.W. Breakey, realtor and insurance broker, and James Y. Bambridge, hardware merchant, were both Liberals and advisers to Minister of Interior Clifford Sifton. They were upset that the deal excluded those who should be benefitting from Liberal favours. Bambridge, along with merchant James Medill, headed for Ottawa as well (Tyler and Wright 1978b, 183-84).

When these visitors appeared in Ottawa, Smart attempted to pressure the Privy Council to accept the surrenders – and the West and Armstrong proposal – by Order in Council, without success. Smart then tried to deflect the arguments made by the visitors. Bambridge and Medill offered \$1 per acre for the entire amount of land, and were told that negotiations with Armstrong were too

far along to be put in abeyance. They returned home and submitted a formal application, but were given no encouragement. The outcome of Hughes's visit, on behalf of a purported deal with Armstrong, is not known.

Meanwhile, others found out about the sale and expressed an interest. Matthew Millar, merchant from Moosomin and prominent local Liberal, wrote to Sifton that he had heard the land was to be sold, and asked for first rights of purchase. Millar had been in active communication with Sifton in the previous election campaign and was calling in favours. Smart replied that some of the land might be sold to private parties at \$2 to \$3 per acre and, if that should happen, Millar would have a chance to purchase (Tyler and Wright 1978b, 183-87).

The deal with West and Armstrong was called off at the end of May in the face of these pressures. A notice of the collapse of the agreement was put in Sifton's *Manitoba Free Press* on June 11, 1901, indicating that the land would be opened to homesteaders. By that time a group of Nebraska farmers, sent by W.V.H. Bennett, the Canadian Immigration Agent in Omaha, Nebraska, who had helped arrange the West and Armstrong proposal, had already arrived on a pre-arranged visit to the area. When Secretary J.D. McLean suggested that the surrenders be declared void, Smart rejected this idea, and chose to look for other means of sale (Tyler and Wright 1978b, 187-92).

The collapse of the deal meant that the Assiniboine people, who had already moved, did not receive the promised payments. They pressed to return to their reserves, but this move was denied. Commissioner Laird met with Smart in early August in Winnipeg and was told that plans for an auction were under way. J.B. Lash, Laird's secretary, was given the job of valuing the land that Reid had subdivided, since this assessment was now necessary.

On September 5, 1901, Smart recommended to McLean that an auction be held, similar to those used for selling dominion lands, to dispose of the reserves. The terms would be five payments, at 5 per cent interest. Instead of using Lash's valuations for sale purposes, however, he proposed bringing in Homestead Inspector Underhill to set the upset prices for the auction. Reid was asked to complete his plans. W.A. Orr from the Lands and Timber Branch responded to Smart's proposal for an auction by pointing out that, "unless provided for by a special O.C.," the Land Regulations would apply, including the requirement of occupation for three years and 6 per cent interest paid on instalments (Tyler and Wright 1978b, 197-99).

Lash submitted his valuations in early September and they were higher than Underhill's. He had divided the land into four classes, ranging in value from \$1 to \$5 per acre, at an average value of \$2.12 per acre. Laird used his report to urge Ottawa to go ahead with the sale, and to advance \$2000 to the bands for supplies and building materials. Other officials, like Accountant D.C. Scott, and Secretary McLean, pushed for moneys to advance to the bands; Scott suggested borrowing against the Land Management Fund. With Reid's plans still not received, it looked unlikely that an auction could be held in the fall.

In spite of the willingness of officials to find the money for an advance, Commissioner Laird was informed on September 16, 1901, through the Secretary's office, that there was no money available and that a sale should be facilitated as soon as possible. Laird replied that the subdivision plans had not been received, and the surrenders had not been accepted by Order in Council. Another Memorandum for Council was prepared, which allowed the Department to dispose of the reserves in any manner it considered to be in the best interests of the Indians. An Order in Council accepting the surrenders was passed on September 28. At the same time, Reid was finishing the survey plans, and Smart finally approved the advance to the bands (Tyler and Wright 1978b, 200-01). On October 2, 1901, DSGIA Smart directed that the sale of land would be by tender rather than by auction. The terms of payment would be five instalments with interest charged at 5 per cent interest per annum. In his memorandum on the subject, Smart said: "The Department will not be bound to accept the highest or any tender" (NA, RG 10, vol. 3839, file 68244-1). He directed that the advertisements of the sale should go to land agencies within 100 miles of the reserves. He also directed that purchasers were to make offers for not less than one section, rather than "not less than one quarter," as was done in other sales by tender. This provision would allow one buyer to bid on the entire reserve. Bidders were to include a deposit of 5 per cent of the total price. He also advised against including detailed land descriptions in the posters; potential bidders were to be left to decide for themselves the quality of the land. Interested parties were to contact McLean or Laird for information.

Sifton did not allow the advertisement to go out with the provision for a minimum purchase of a section. Instead, bidders would have to prepare separate bids for each quarter section. The posters did not go out until October 15; they were placed in land offices, Indian Agency offices, and post offices. Advertising was also to be placed in the *Manitoba Free Press* (Winnipeg) and in the

Moosomin Spectator. The Winnipeg advertisements would not appear until late October, after a further change. Those in the *Spectator* appeared November 7, 14, and 21. R.S. Lake complained in the House of Commons on July 11, 1908, about the poor advertising for this sale and for the Pasqua sale. Laird was advised by McLean to give out Underhill's prices of \$1 to \$1.10 per acre, should a party persist in wanting to know the prices. The deadline for tenders was November 15. Laird did not receive the surveyor's plans until early November (Tyler and Wright 1978b, 211-15). (Note that West and Armstrong had originally proposed to pay 6 per cent interest on payments.)

The result of the late and limited advertising was reflected in the low number of bidders, few of whom were from Assiniboia. There were 31 tenderers from Manitoba and the North West Territories, the majority from Armstrong's territory of Souris, Manitoba. Bambridge and friends – William Mitchell, James Medill, J.W. Breakey, and W.H. Meneray – wrote Sifton, asking that the tender of William Mitchell be accepted. Sifton replied that the tenders had not been opened. Three of the men tendered for the entire reserve, at 30 to 35 cents an acre, much lower than their offer in the previous spring. They may have been led to expect that a low bid would be accepted.

None of the tenderers were from the Moose Mountain area. Once local people realized a sale was taking place, they started to make inquiries, but were too late. Matthew Millar, the merchant from Moosomin who had earlier shown an interest, submitted his tenders too late and incorrectly (Tyler and Wright 1978b, 212-18).

When the tenders were opened by Assistant Secretary Stewart and W.A. Orr on November 15, the most successful ones came from Toronto, rather than the West, in the names of three lawyers: R.B. Beaumont, G.W. Marsh, and E. C. Mackenzie. Among the three, they secured 298 of 305 parcels. All were known to A.C. Bedford-Jones, Frank Pedley's former law partner. The tenders, 313 of them, appear to have originated from Pedley's office in the Department of the Interior, typed on blank sheets of government stationery. The batch of tenders contained three duplicates for the same quarter, and two tenders for lands not in the reserves at all. Many of them contained the exact acreage of fractionals, information few people possessed, particularly in the east. According to Tyler and Wright, and their research, Bedford-Jones forged the signatures of the three lawyers on November 12 before sending the tenders in the following day.

There were five western buyers: Thomas Harkness of Hazelwood, Assiniboia, and four Souris residents, John Spence, Robert Bell, George Henderson, and S.S. Smith. One other departmental employee, James Jamieson Campbell, brother of the former Indian Agent at Moose Mountain, successfully bid on two quarters where the original Agency buildings were located. His bid had arrived at 11:30 a.m. on November 15, but was accepted over that of lawyer G.W. Marsh.

James Bambridge of Souris complained that he was not awarded any tenders, and brought Sifton's associate R.E.A. Leech of Brandon into it. Leech was told by Sifton on January 27, 1903, that the land was sold to the highest bidder (NA, Sifton Papers, MG 27, II D 15, vol. 250, 193). The men then appealed to Sifton to get them jobs as emigration agents of the CPR, which Sifton attempted to do, but the president of the CPR expressed reluctance to do so because the men had no farming experience (NA, Sifton Papers, MG 27, II D 15, vol. 150, 1903).

The three Toronto lawyers (Marsh, Beaumont, McKenzie), who, as would become apparent, were posed as fronts by Smart, Pedley, and White, acquired 45,000 acres at an average price of \$1.23 an acre (Tyler and Wright 1978b, 218-23). The original purchasers did not hold the land long. Beaumont, Marsh, and McKenzie assigned their lands to Bedford-Jones, who negotiated a sale to Alfred S. Porter and Eugene Case of Minneapolis. (Case was the manager of the Canadian American Land Co., and Porter owned the Porter Advertising Company). This sale was made within six months, and the vendors made twice the money they had paid for the land. Case then signed his interest over to Porter, who raised money to buy the land in partnership with C.A. Diehl and 10 or 11 other men. Porter, who formed the Assiniboine Land and Investment Company around 1904, attempted to find buyers at \$4.50 to \$7.00 per acre (*Northwestern Reporter* 105: 326-49).

The Conservative firm of Tupper, Phippen, and Tupper of Winnipeg acted for Bedford-Jones in the transaction. A former employee of the firm, Alexander Adams, said in a letter to Tyler and Wright on January 17, 1978 (and in an interview by phone on December 7, 1977), that his firm, via Frank Phippen, actually acted for Sifton, who did not hold the land in his own name. Adams asserted that, although Bedford-Jones kept the land in his name, the real owner was Sifton. His ownership was hidden because he was in political office. Sifton kept land in other names, too, Adams said, but he was unable to recall which names they were. (This was, of course, Adams's personal opinion; there

is no corroborating evidence. Phippen is known, however, to have acted for Sifton on other business matters.)

Bedford-Jones held some of the land until 1906, when it was paid for and patented in his name before it was sold again. Tupper, Phippen, and Tupper made some of the payments, quite possibly acting for Sifton. Some of the titles were transferred to Porter, and then back to Bedford-Jones. Porter also had some land returned to his hands in the second transfer of title, and the titles were delivered to either Tupper, Phippen, and Tupper, or to Munson, Allan and Co., the firm that later represented Sifton, according to Adams. The latter firm acted as solicitors for Canadian Northern Railway, and one of their partners at one time was David Laird's son-in-law.

One of the people who ended up with land on the second transfer was F.E. Lee, the same CPR man who was a friend of Bennett and West in Omaha. T.H. Robertson also bought land.

On July 18, 1908, R.S. Lake stated in the House of Commons that the lands had practically been given away to three men tendering from a Toronto law firm. Adjacent railway lands were being sold at the time for \$3 per acre, far more than what the buyers of the reserve land bid (Canada, House of Commons, *Debates*, July 11, 1908, 12731).

This would not be the last time that the question of the sale of reserve lands was raised. In April 1915, the Ferguson Commission released the first of a series of reports as a result of its investigation into government management and disposal of dominion lands and natural resources during the Liberal era. One of the first reports to appear was on the disposition of the Moose Mountain and Chacastapaysin lands (see below). Although the report itself can no longer be found, newspaper reports from 1915 indicate that Ferguson discovered and identified the fraudulent tenders. The articles mentioned the tendering process, the profits generated, and the positions held by the gentlemen at the time. The Commissioner further identified a conflict of interest for Pedley, Smart, and White. Smart had left the public service in 1905, and Pedley resigned in 1913 when the first indications of the Commission's potential findings were circulated (Tyler and Wright 1978b, Appendix C7 to C13, L).

In 1934 John McArthur wrote to the Department of Indian Affairs on behalf of the Indians of White Bear. In the letter they complained of the failure of the government to live up to treaty promises, including the provision of agricultural implements:

We had some of the implements, horses, oxen, in back years occasionally [sic], but when the Indians whoever gets the equipment pay for them in time, its taken all away from him again by the Officialls [sic] . . . There was two Reserves Surrender in Moose Mountain about thirty two years ago. Pheasant Rump and Strip Blankets one reserve was surrendered and the other was threaden [sic] and force out of their Reserve within a few months Dept. sold the land for over \$200,000.00 and the Indians only got \$50,000.00. This is the kind of Treatment we get the Witnesses are living today on this deal. If we get a square deal from the back History we might be Independent today. We don't like bringing up those things but we must get a square deal. (NA, RG 10, vol 542, file 29108-8)

Agricultural statistics show that agricultural production on the reserves peaked in 1900 and fell sharply after the surrender. The number of acres sown in grain did not approximate the 1900 level of 398 acres in the Agency until 1908 (Tyler and Wright 1978b, Appendix C-7 to C-13). The interest on the trust funds was spent, to 1911, on agriculture: seed, implements, repairs. It was also used for housing materials; beef, bacon, and flour for rations; and medicines and drugs (Tyler and Wright 1978b, Appendix H). It is worth noting that some of these items might have previously come from parliamentary votes under the rationale of treaty obligations.

Note 1: Reference was made in the history of this surrender to a proposal by a group of Hungarians to buy the Chacastapaysin reserve near Prince Albert. This proposal was engineered by Member of Parliament T.O. Davis, a friend of Surveyor Reid and a Liberal, and it had been approved in 1899 by Order in Council. After Davis was unable to make payments, a new proposal arrived in the spring of 1900 from a J.W. Mitchell and a John C. Neeley. Neeley was a clerk in Council Bluffs, Iowa, across the river from where W.V.H. Bennett worked. This proposal actually came from Bennett and William White, according to Tyler and Wright. In spite of the objections of Davis, DSGIA Smart submitted the proposal, and it was approved.

The new syndicate then had to find potential buyers for the land and had difficulty doing so. Davis, unaware that the government had committed to another purchase arrangement, believed that he still had an agreement to sell the land and began to recruit buyers. Given the political dangers of proceeding with the “Mitchell and Neeley” scheme and alienating Davis, and having his own personnel exposed in the arrangement, Smart cancelled the scheme — with which he had a personal connection, according to Tyler and Wright. Smart was forced to design another way of obtaining the

land. The reserve was put up for sale by tender in October 1901. The advertising arrangements were similar to those at Moose Mountain. The advertisement in the *Prince Advocate* did not appear until November 18, 1901, four days before the deadline for tenders, even though the editor had previously drawn attention to the fact that there had been no local advertising. The advertisement did not note the large number of quarter sections. The deadline of November 22 had, in fact, been extended a week beyond the original date, at Smart's request. This extension allegedly had been done to allow Smart, Pedley, White, and Bedford-Jones time to prepare 128 tenders, on government stationery, on Smart's typewriters. J.W. Smith, a travelling salesman in Toronto, signed the tenders. Their submission to the Department was one short, so Bedford-Jones prepared an extra one on his own typewriter.

The result of the bids was that "Smith" acquired 8683 out of 14,864 acres, at an average price of \$1.43 per acre. According to a letter from W.A. Orr, December 16, 1901, overall the land sold at \$2.30 per acre, so other tenders must have been higher; Orr also suggested that, when Smith's bid and that of a local resident were the same, the latter should take precedence. Smith's land was resold within three months, at \$2.50 per acre, to A.J. Stade of North Dakota (Tyler and Wright 1978b, 223-24; Tyler, Wright, and Daniel 1979b; NA, RG 10, vol. 6663, file 109A-3-3, Orr to McLean, December 16, 1901).

The Chacastapaysin land ended up in the hands of:

- T.O. Davis, local MP, Fenton Farms
- Charles Valentine Alloway and W.F. , scrip dealer, Alloway and Champion, Winnipeg
- A.J. Adamson, Canada Territories Corporation (also had interest in Saskatchewan Valley Land Co.)
- J.H. Lamont, who also bought land at Moosomin/Thunderchild sales

The typewriter and handwriting analysis on the West and Armstrong proposal, the Mitchell and Neeley proposal, and the sets of tenders was done by Roy Huber, who had 26 years of forensic experience with the RCMP. The work was done and reported on in January 1978. Huber made several connections:

- The Moose Mountain tenders were typed on typewriters in Frank Pedley's office.
- The Chacastapaysin tenders came from typewriters in James A. Smart's office.

- The signature of Armstrong on the West and Armstrong proposal was penned by W.V. Bennett, who also inserted one page of the proposal from his own typewriter.
- The letter of November 30, 1900, from George West re: Moose Mountain and the letter of November 28, 1900, from J. Mitchell and J.N. Neely re: Chacastapaysin, both issuing from Omaha, were typed on the same typewriter (Tyler and Wright 1978b, Appendix B).

ENOCH/STONY PLAIN IR 135

Surrender of 1902

The surrender of Stony Plain IR 135 taken by Agent James Gibbons contained the standard provisions allowing the government to use its discretion in the sale of the lands, and compelling the government to place the funds to the Band's credit, with annual or semi-annual distributions of interest. It did not include the terms reported by Gibbons in his letter of January 23, 1902, which were approved later by letter from the Department:

- The balance of the reserve would be fenced as soon as possible.
- The working members of the Band would be given a good outfit for farming, and the old and destitute would each be given a set of clothing. These items could be purchased from the Passpasschase capital fund, pending reimbursement from the land sales.
- The land would be surveyed as soon as possible, so that a fence could be erected on the north side.
- Indians farming on the surrendered land would receive \$200 compensation.

All these conditions were approved by Headquarters, even though the cumulative value probably exceeded 10 per cent of likely sales (Tyler and Wright 1978c, 177-79). The Order in Council accepting the surrender authorized the spending of up to \$10,000 from the Band's existing capital, pending reimbursement; this expenditure was for outfits, clothing for the destitute, and compensation for improvements. There was no mention of conditions of sale (Order in Council PC 515/1902, April 1, 1902).

Agent Gibbons and Member of Parliament Frank Oliver took a quick interest in the sale of the land. Gibbons wrote to the Department on March 10 and proposed selling the land by auction, rather than by tender, to get more competition; he projected the land would sell anywhere from \$4 to \$20 per acre (NA, RG 10, vol. 7542, file 29110-6). The surrender came to the attention of DSGIA

James Smart, who had been overseas when the surrender was taken. Aware of the tendering process used at Moose Mountain and Chacastapaysin, Smart instructed McLean on April 21 to sell by tender.

Others were also interested in the upcoming sales. Robert Holmes, MP for Huron West, approached Minister of the Interior Clifford Sifton to get a copy of the advertisement. So did James Sutherland, Minister of Marine and Fisheries, and Frank Oliver, who personally recommended to Sifton that the land be sold in individual parcels. Oliver's Liberal business friends, John A. McDougall and Richard Secord, inquired in June as to whether they would be allowed to make an offer for the entire area (Tyler and Wright 1978c, 185-87).

The land was subdivided for sale by Surveyor A.W. Ponton; his activities in the summer prompted speculation that the land would be sold at auction, as evidenced in Oliver's editorial in the *Edmonton Bulletin* on October 3. When this work, including valuation, was completed, Secretary J.D. McLean recommended a sale by tender, however, with payment to be made in five instalments and interest charged at 5 per cent (the Land Regulations were to be waived). The sale was postponed, and in the ensuing months McLean and A.P. Collier, Sifton's secretary, sent the survey information to Holmes and other prominent officials who inquired. A new deadline for tenders was set for December 3, and notices were sent out informing prospective purchasers of the terms of sale and tendering. Each tender could apply to only one quarter section, leading some people to ask whether bidding was limited to a single quarter. No land descriptions were included, so that non-local tenderers were at a disadvantage. A cash deposit was required for each tender (Tyler and Wright 1978c, 193-95).

Smart wrote to McLean in late October to request Ponton's plan and valuations, in order to forward them to Holmes – who had been sent only the plan. McLean sent Smart the information requested, including the confidential valuations, on October 23, 1902. Members of Parliament Frank Oliver and T.O. Davis received the plan, as did others who inquired through Commissioner David Laird or Secretary McLean. Charles Lye and McDougall and Secord of Edmonton were sent notices (Tyler and Wright 1978c, 197-99). The sale was advertised by newspaper in Edmonton and Winnipeg.

Thirty-six people submitted tenders; 29 of them were from Edmonton. Four had received notices through the Department. Ponton's valuations averaged \$6.50 per acre, and the sale realized

an average of \$6.72 per acre, or just above valuation. According to Tyler and Wright (1978c), Frank Pedley (newly promoted to DSGIA), James Smart (Deputy Minister of the Interior), and William White enlisted A.C. Bedford-Jones, Pedley's former law partner, to submit tenders under the name of George Angus. Tenders were submitted for every quarter at an average price of \$2.47 per acre. Only one of these bids was accepted. For the most part, they were bested by Oliver's friends McDougall and Secord, merchants (Tyler and Wright 1978c, 200-06). The land Angus had bid on was paid for through the Canada National Land and Development Company, via A.C. Bedford-Jones.

McDougall and Secord did not receive valuations from McLean, but they had met with surveyor Ponton in Edmonton. Many of their tenders matched the valuations. They acquired 70 per cent of the land for sale (Tyler and Wright 1978c, 206).

Others who acquired land included S. LaRue, of the LaRue brothers (LaRue, as Justice of the Peace, had witnessed the affidavit of surrender). Frank Oliver, in early 1905, wrote to McLean on LaRue's behalf to avoid a threatened cancellation for non-payment. Henry Fraser, an employee of McDougall and Secord, purchased land, as did the wife of the Agency Clerk who witnessed the surrender, Henry Carruthers. Ellen Carruthers acquired one quarter section after her husband had approached Sifton directly for a notice of sale, on behalf of a "friend." She paid \$8 per acre for the land and finished payments after the death of her husband at Kamsack (see NA, RG 10, vol. 3981, file 160053). On December 2, 1902, Secretary McLean had written to Carruthers, in response to an inquiry, about the opening of tenders on December 2 or 3: "I hope, however, that the person you are interested in will be successful" (NA, RG 10, vol. 1125).

ROSEAU RIVER IR 2

Surrender of 1903

The land surrendered on January 30, 1903, in the amount of 12 square miles, was on the eastern side of Roseau River IR 2. The surrender contained the condition that one-tenth of the amount realized from the sale would be expended for as many "articles and commodities as the Indians may desire and the Department approves of." Any advances were to be repaid out of this 10 per cent. The terms also specified that the capital funds of the Band would be used to purchase two sections of land near IR 2A, "as soon as the funds are available." According to later correspondence, Inspector S.R. Marlatt

apparently also promised at the time that the Band would get annual interest payments. This promise was not included in the surrender document. The Order in Council accepting the surrender specified that the land sales would take place “without reference” to the Land Regulations of the Department.

George Walton, who had pressured Minister of the Interior Clifford Sifton to take the surrender, also advised him in a personal letter that the reserve should be put up for public auction, with conditions requiring settlement of the land, rather than sold by tender. Frank Pedley, DSGIA (recently replacing James Smart), wrote to Secretary J.D. McLean on February 19 asking whether any Indian land had been sold by auction as opposed to tender. McLean replied on February 20 that the previous attempts to use an auction, in Ontario, were not satisfactory, and that the method of using tenders had been adopted in recent years as being preferable. Pedley passed this information back to Sifton on February 24, recommending sale by tender, without settlement restrictions, which, in Pedley’s view, inhibited getting the best prices on behalf of the Indians. However, Pedley then wrote to the department officials on February 27 that he would sell the land by auction at Dominion City: “The land is to be sold without any settlement conditions or restrictions as to the quantity that each bidder may purchase and an upset price to be put upon the land.” On March 19, Pedley wrote again to McLean to set the date for May 15, 1903, and to change the terms from payment in five instalments to 10, at 5 per cent interest (NA, RG 10, vol. 3730, file 26306-1).

Surveyor John Lestock Reid subdivided the surrendered portion for sale, and placed an upset price on each quarter section. The upset prices ranged from \$10 to \$12 per acre. James Dowswell of Emerson acted as auctioneer on May 15. J.B. Lash of the Commissioner’s Office acted as clerk. An article in the *Echo* dated May 21, 1903, estimated that 300 people were at the sale and that they included, as well as local farmers, potential buyers who had come by train via Winnipeg from the United States, Ontario, and the Territories. Only one bid was declined on the basis that it did not meet the reserve. The average price paid was \$13.50 per acre. According to the clerk at the sale, Lash, the buyers had urged that the date for the second payment be delayed from May 14, 1904, to November 1, 1904, after the crops had come in, and he had agreed. Lash also reported the presence of 300 people. “The upset price was not given out but rumour had placed it at \$8.00 and \$10.00 and these figures I found on my arrival at Dominion City were pretty well circulated. The bidding was brisk up to \$12.00, then it slackened off to two or three until finally sold. There were a number of American

speculators present who had examined the lands but did not make any bids. The water problem was the excuse given by some present for not purchasing. As it is difficult to get good water in the district, the supply generally is taken from the river” (Lash to Commissioner David Laird, May 22, 1903, NA, RG 10, vol. 3730, file 26306-1).

With the exception of Thomas Gregory of Wingham, Ont., J.B. Robinson of Bathgate, North Dakota, J.J. Baskerville of Cando, North Dakota, and George Ganssle of St Thomas, North Dakota, who collectively bought 12 of 44 quarters, the buyers were local or from nearby Winnipeg. Michael Scott, the real estate agent who brought the petitions from residents of Emerson and Franklin forward, was among the buyers, but John Howard and George Walton were not. Scott later picked up more of the land on assignment. One of the buyers was J.C. Ginn, the farming instructor from Dominion City, who also picked up more land on assignment.

Laird wrote to McLean on May 23, 1903, that some advances had been made on the 10 per cent to be distributed, and he recommended that the remainder be sent to Marlatt to be distributed at his discretion. Assistant Commissioner J.A.J. McKenna also wrote to the Department on June 6, 1903, saying that Marlatt had kept the surrender document, and that it would be good policy for all issues of surrender to be dealt with through the Commissioner’s Office. DSGIA Pedley then wrote to Laird asking him to seek clarification of what Marlatt meant in the 10 per cent clause: 10 per cent of total proceeds, or 10 per cent of the down payment. The former would amount to \$9978.25, a large sum, and Marlatt should justify expenditures (NA, RG 10, vol. 3730, file 26306-1). Marlatt confirmed that it was 10 per cent of proceeds. In a letter to Laird on June 19, 1903, he proposed giving the Band \$5.50 per capita and using the rest for purchases made by mutual agreement with the Band.

The Band began to push for the terms of the surrender to be met: the 10 per cent payment, the interest distributions, and the purchase of two sections of land. In a memorandum from Orr to Pedley dated August 7, 1903, the Department itemized its position. Of the 10 per cent available, or \$9978.25 (the 10 per cent down payment at the sale), one-tenth was allocated to the Management Fund, \$575.55 went to accounts, \$1000 was designated “for use of Indians in Fall,” and \$7404.88 was designated for immediate distribution. In the fall of 1903, some of the remaining \$7404.88 was used to make purchases for the Band, and some was disbursed to individuals. The purchase of land

would have to wait until the next instalment was paid. There was, however, no Crown land available adjacent to IR 2A (NA, RG 10, vol. 3630, file 26306-1). The Department would have to purchase lands.

Marlatt reported to McLean on December 7, 1903, that the band members had asked why there was so high a charge to the Management Fund. "It would appear to me to be excessive considering the large amount involved. I can understand why it should be charged on small amounts, but in this case where the amount is so large it would appear to be out of all proportion to the total cost."

The Department decided to go ahead and spend \$10,880 against future sales to buy the addition to IR 2A. The advance would come from the Land Management Fund, to be repaid out of future land sales instalments at 3 per cent interest. The Department could not buy land immediately adjacent to the reserve because this land was worth \$20 to \$25 per acre, Marlatt estimated, writing to McKenna on December 28, 1903. The land they decided to purchase was cheaper; it was offered by William W. Fraser of Emerson at less than \$10 per acre (NA, RG 10, vol. 3731, file 26302-1). It should be noted that William Fraser obtained some of the surrendered lands from IR 2 on assignment from the original purchasers, but these were not the same lands he then sold to Indian Affairs.

The other implementation issue was the promise of interest payments. Band members began to acquire debts on the strength of upcoming interest payments, but with the future instalments designated to repay the Land Management Fund for land sales, and with collection problems (see Townshend 1982), the Department was unable to pay interest on the capital. The Band began to protest. The issue was taken to the Governor General in Council on February 21, 1906, and an Order in Council was passed on March 21, 1906. The text states that the officer representing the Department in the negotiations considered it necessary to explain the accounting system set up by the sale, and to explain that instalments would bear interest at 5 per cent. This interest, it was understood, would be available for distribution. The officer did not understand that these interest payments were capitalized, and not normally available for distribution. "The Minister observes that it is in the aboriginal nature never to forget a statement made by a Government officer and to continue in a state of dissatisfaction until claims, founded on such statements or alleged promises, are met." Since the Indians of Roseau River were threatening to repossess lands already sold, the Minister recommended

that \$2000 a year be advanced over the next three years, on the strength of the promise made (Townshend 1982).

The matter of payments remained outstanding for years, however, as Townshend (1982) has documented. Indian Agent R. Logan was authorized to make collections from local buyers in arrears in their payments, so that the capital account of the Band could be reimbursed for the advances made. On March 13, 1909, Logan wrote to McLean suggesting that the farming instructor, John C. Ginn, be employed to visit the buyers personally, as Ginn knew “every pool of land sold, and is also acquainted with the purchasers.” Ginn had been employed in the Agency at the time the surrender was taken. He was also responsible for distributing interest money to the Band and making purchases on its behalf, as evidenced in a letter to Logan on March 22, 1909 (Townshend 1982). He also explained to band members the difficulties of making collections, explaining that if instalments were not collected, there would be no interest payments. A letter from Agent Logan to McLean dated April 16, 1909, documented the Indians’ suspicions that both Logan and Ginn were pocketing money paid by the buyers. On November 16 of the same year, Inspector S.J. Jackson reported to McLean that Ginn was advancing his own money to the local merchants to partially settle the debts of band members, thus indebting the Band to him (Townshend 1982).

Ginn, with William Fraser, picked up assignments on some of the land sales and bought the land from the original purchaser. The people of the Band appear to have understood that the promises made would be kept, regardless of the collection of funds from land sales.

MICHEL IR 132

Surrender of 1903

The surrender of Michel IR 132 of July 20, 1903, contained a cession for sale of 7800 acres. In return, the Department of Indian Affairs agreed to make either annual or semi-annual interest distributions, whichever was seen by the Department to be in the best interest of the Band. The Department was also authorized to use the capital to buy stock and implements for farming. There was no distribution at the time of the surrender.

The land was subdivided for sale by R.W. Lendrum of Strathcona, but he did not complete the plan of subdivision until winter. The Band began to request an advance payment, given the delay

in sales, but was refused. The Department began to check out implement dealers, however, against patronage lists (Tyler and Wright 1978a, 130-33). The land was put up for public tender with a deadline of June 1, 1904, and with limited advertising. Only four newspapers (Toronto *Globe*, *Manitoba Free Press* (Winnipeg), *Edmonton Bulletin*, and the *Alberta German Herald*), all Liberal, carried the notice in April and May. Notices were also sent by request to 18 people, some of whom had been interested in the sale of the Moose Mountain reserves (Ocean Man and Pheasant's Rump) (Tyler and Wright 1978a, 133-34).

Most of the response to the sale came from Ontario, not from local people. One of the few local people tendering was apparently with the *Alberta German Herald*. The other appears to have been a business associate of Agent James Gibbons. The Ontario tenders came from Maria Allison of Ottawa, F.H. Laird of Dresden, George Smith of Toronto, and John Dowswell of Lynedoch. Only about 20 per cent of the land was sold, and most was sold below the valuation price (Tyler and Wright 1978a, 134-35). Maria Allison, who bought three quarter sections on tender, paid \$1 to \$2 per acre for land valued at \$4 per acre. She was guided in these purchases by Herbert N. Awrey, a clerk in the Department of Indian Affairs for whom she worked as a janitor. Her bids had been forwarded in a departmental envelope, and included clippings from typed copies of the surveyor's reports. Awrey also acquired land at Kahkewistahaw and Cote. F.H. Laird (who bought the land with his brother T.E. Laird), had a relative, C.T. Laird, at Spruce Grove, Alberta. The Lairds bought four quarter sections at a price above the \$4 per acre valuation, in partnership with Allen H. and Andrew McDonald.

George Smith, a physician in Toronto who seems to have been an affiliate of Joseph R. Miller, a major speculator in Indian land, bought only one quarter section, but later he asked about acquiring more of the unsold land (Tyler and Wright 1978a, 133-40). John Dowswell of Ontario sent a set of late tenders, including one for 50 cents an acre for land not disposed of. These tenders were rejected, as were other requests in 1904 and 1905 to purchase unsold lands. McDougall and Secord, the merchants who fared well with the sale of Stony Plains lands in 1902, were among those who asked to purchase (Tyler and Wright 1978a, 147-48).

The Band was not happy with the results of the surrender; it was not receiving any proceeds from the late sale. On April 21, 1904, it joined four other bands in the Edmonton Agency in

forwarding a request to have Agent Gibbons moved. Since the letter has been lost, the precise nature of the complaints is not known. On July 3 of the same year, the Chief wrote to Secretary J.D. McLean to complain about the low prices received for the land, suggesting that the sale of timber might have brought more money than the sale of the land. Again, in August, band members told the new Inspector, J.A. Markle, that they would oppose any additional sales at less than \$4 per acre (Tyler and Wright 1978a, 143-46).

See the sections on the 1906 Surrender and Sale for further information about the sale of the remaining lands at Michel IR 132.

COTE IR 64

Surrender of 1904

The surrender document for Cote IR 64 of June 21, 1904, was negotiated prior to the final surrender meeting, and Pedley had, on May 10, authorized specific terms to be included:

- 1 The surrender would be unconditional – not burdened with management deductions, nor with conditions as to how the proceeds should be spent.
- 2 The Canadian Northern Railway (CNOR) was to pay cash at a rate of \$10 per acre for 272 acres.
- 3 The CNOR would, when it had received \$5000 from the sale of the property, share equally with the Indians in the “gross succeeding revenue free of all expenses of management.”
- 4 The upset price or valuation of lots would be subject to departmental approval.

The surrender included 272 acres for townsite purposes and 30.06 acres for station grounds. The four conditions were not included in the text of the document, which said, instead, that the Band entrusted the Crown to dispose of the lands in a manner conducive to its welfare.

After the surrender, there were some discussions between the Canadian Northern Railway and Assistant Commissioner J.A.J. McKenna, both in person and by letter. In early July the company sent a cheque for \$300.60 to pay for the station grounds, and for \$2419.40 to cover the townsite, each at \$10 per acre. The CNOR expected, however, that patent would issue from the Department after this payment, which the Company considered payment in full. The Department, on the other hand,

through McKenna, reminded the railway of the obligation to share the proceeds with the Band before the land could be considered paid in full. To this end, the Department had an Order in Council passed on September 28, 1904, to the effect that patents would be issued to those who purchased townsite lots, when full payment was made, rather than to the CNOR or to the railway promoters William Mackenzie and Donald Mann, as the latter requested. The battle was prolonged, and will not be repeated in detail here, but the Department did succeed in its intent to issue patent to lot purchasers (see NA, RG 10, vol. 3561, file 81/8).

At the same time, the CNOR had to be reminded to pay the Band its share of sales. In 1907, at Commissioner David Laird's urging, the company began to pay shares to the Band, and by mid-1908 it had received \$10,228.70 (see NA, RG 10, vol. 4016, files 273023-2). Lots had been sold by the Saskatchewan Valley and Manitoba Land Company on behalf of CNOR. There were, however, complaints from the Band a few years later when it realized that the moneys were placed in a capital account and not to be dispersed; the Band also complained about non-payment of interest (see Tobias nd, 18-20).

Note: A complete accounting of funds had not been researched at the time of writing and is not reported here.

COTE IR 64

Surrender of 1905

The following is a summary only. No information on the fulfilment of terms is reported here.

The December 14, 1905, surrender contained the following terms:

- Six thousand acres were exchanged for the Pelly haylands.
- An additional 12,043 acres were surrendered for sale at a minimum price of \$10 per acre.
- The Band's equity of 10 per cent was to be paid in two parts: half within two days of surrender; half within 30 days after the sale of the lands.
- The equity was to be paid on a per capita basis.
- The interest was to be paid on a per capita basis, annually at treaty payment, minus the usual deductions for management.

- There would be no funding of moneys, except that owed to orphans.
- Anyone who had made improvements “would leave the arrangement as to the disposition thereof in the hands of the Department.”

The land surrendered was on the north and east parts of the reserve, not near the townsite, as was requested by outside demand. The requisite Order in Council was passed January 12, 1906, and the Land Regulations of the Department were waived.

Although the Band and the Department began to treat the new haylands as reserve, the Department of the Interior did not, and continued to grant homesteads. By the time the land was formally transferred from Interior in 1909, the Band had (a) lost some of the haylands to homesteads which could not be cleared, and (b) surrendered part of the haylands in a third surrender in 1907. The first 5 per cent payment, \$28 per capita, was issued the day after the surrender, but the question of when the second payment would be made depended upon sales.

J. Lestock Reid surveyed and subdivided the surrendered portion of the reserve, and submitted his plans and valuations in September 1906. The sale was delayed, however, because the confusion over homestead entries (private parties or individuals allowed to register homesteads in haylands set aside for Indians) delayed the issuance of a township plan. Finally, Minister of the Interior Frank Oliver decided to proceed with the sales anyway. Advertisements were prepared for a sale on December 12, 1906, in Kamsack, but then it was postponed until December 19. Payment was to be made in instalments at 5 per cent interest (NA, RG 10, vol. 4011, file 260260-1). The advertisements were placed in newspapers in Toronto, Winnipeg, Portage la Prairie, Regina, Battleford, Saskatoon, Prince Albert, Dauphin, and Brandon. Notices also went to 57 companies and individuals. Advertisements went out about a month before the sale date (NA, RG 10, vol. 6692, file 117A-2-3).

Guy Mayo was appointed auctioneer, and Inspector William Graham was placed in charge of the sale. He was told not to divulge upset prices before the sale. Reid's valuations ranged from \$10 to \$16 per acre; in late November surveyor J.K. McLean said that he thought the prices were too high and might prevent the land from being sold. Oliver ordered the higher values reduced, so that the range was now \$10 to \$12 per acre. Graham also wrote to McLean on November 29 saying that the prices were too high, that the winter season prevented examination of the land, that Christmas

was a bad time to sell, and that the “land speculators” had returned south for the season. The Department responded that a December sale for Michel lands had been successful and that the Minister himself had fixed the date (NA, RG 10, vol. 4011, file 260260-1).

Approximately 30 people attended the auction. Fourteen of 83 parcels, or 2042 acres, sold. There were three major buyers: F.W. Stewart, merchant, from Emo, Ont.; L. Christie, from Fort Frances, Ont.; and W.J. Bigham, a merchant from Kamsack, the same individual who had built a store before the townsite surrender with Theodore Burrows’s approval. Most sales were priced at about \$12 per acre. In his report on the sale, Graham stated that the prices were double what he thought they should be (NA, RG 10, vol. 4011, file 260260-1). Stewart paid off his land early, Bigham in 1916, and Christie in 1946 (see NA, RG 10, vol. 6692, file 117A-2-4, 5, 6).

Because the sale brought only \$4868, out of which the advance had to be paid, there were no funds to make the second payment within 30 days. As early as April 1906, the Band had begun to ask for a second payment. On January 19, 1907 the new Agent, W.G. Blewett, wrote to Secretary J.D. McLean asking for the second payment: “[T]he Indians are of the opinion that they were to receive the second payment on this land to-day.” The merchants in Kamsack and district were demanding money for orders placed by band members, he said. Writing in February 1907, however, the Reverend John McDougall reported that band members told him at a meeting that they had expected payment six months after the surrender. In any event, Accountant D.C. Scott recommended trying to find money to make at least a partial payment. A second auction was planned for June 1907, a year and a half after surrender, but the plans were interrupted by a new initiative from Inspector Graham to take yet another surrender (NA, RG 10, vol. 4011, file 260260-2).

The Band did not receive the second 5 per cent payment. By the terms of the 1907 surrender, part of the unsold lands, 6786 acres, were to be added back to the reserve, and additional lands taken for sale. One consequence of the 1904 and 1905 surrenders was to encourage the Band to return to grain farming. The newly outfitted farmers began to break ground, but the worked land was then included in the 1907 surrender (Tobias nd, 16-17).

Note: There is controversy surrounding whether or not the terms of the agreement were fulfilled via returns to Cote; I have not dealt with this issue here.

MOSQUITO/GRIZZLY BEAR'S HEAD/LEAN MAN IR 110 AND IR 111**Surrender of 1905**

The terms of the 1905 land surrender were few. The moneys from the sale were to be placed to the credit of the Band and the interest paid annually or semi-annually, as the Department perceived in the best interest of the “Stony Band.” The surrendered land was subdivided by Surveyor J.K. McLean in September and October 1905. He described the land as poor, valued it at between \$2.50 and \$5 an acre, and recommended to DSGIA Frank Pedley that the land be sold by tender rather than auction (NA, RG 10, vol. 4013, file 271245). The Order in Council accepting the surrender stated that the land was to be sold “notwithstanding” the Land Regulations of the Department (1888) (Order in Council 1920/1905). The head of the Lands and Timber Branch, W.A. Orr, also recommended sale by tender, but Pedley noted that the land was to be sold by auction in Battleford in June (NA, RG 10, vol. 4013, file 271245). Advertisements were placed with the *Toronto Globe*, the *North Battleford News*, the *Prince Albert Advocate*, the *Alberta Herald*, *Edmonton Bulletin*, the *Regina Leader*, the *Saskatoon Phoenix*, and the *Manitoba Free Press*. A comprehensive list of individuals sent information that appears in the files (NA, RG 1, vol. 4013, file 271234). It included W.J. Bain of Elora, Ontario, possibly William Bain, R.C. Bain of Grenfell, William McBrady of Port Arthur (who bought land at Cote and Crooked Lakes with Herman Finger), Edward White of Battleford, John Barr of Battleford, the Kane Land Company of Winnipeg, law firm Champagne, Speers, and Simpson of Battleford, A.C. Bedford-Jones, James A. Smart, A.W. Fraser of Ottawa (Sifton’s associate), W.A. Lamb of Ottawa, F.W. Grant, Uriah Wilson, MP, Thomas Martin, MP, and H.C. Beatty of Saskatoon (Pelly sales).

Several auctions were held to sell the land: June 13 and 14, 1906; November 4, 1908; June 16, 1909; and June 1, 1910. In April 1906 an offer was received from the Kane Land Co. of Winnipeg and Battleford to purchase the entire tract for \$7 per acre. Agent J.P.G. Day endorsed this proposal, but the matter, apparently, was not pursued. The company was headed by M.J. Kane, a realtor in Battleford (NA, RG 10, vol. 4013, file 271234, letters of April 19 and 21, 1906).

The auctioneer at the first auction was Sidney Seymour Simpson of Battleford, who had formerly worked as a farming instructor for the Indian Department (under Day), as a clerk in the Dominion Lands Office in Battleford, and as an immigration agent for the Department of the Interior.

He joined a Battleford real estate firm called Champagne, Speers, and Simpson a week before the auction. Simpson wired the Department on June 12, 1906, saying that he had no information relating to the auction to take place on June 13 (NA, RG 10, vol. 4313, file 271234). Day had been sent instructions on June 12, but later claimed he had not received the information until just before the auction on June 13.

Conservative Member of Parliament R.S. Lake raised the nature of the sale in the House of Commons on July 11, 1908. He said that the gentleman conducting the sale had had only two hours' notice and had rushed around posting notices, and that the attendance was small (Canada, House of Commons, *Debates*, July 11, 1908, 12731). Attendance at the auction was indeed limited, and Day claimed this was because of the short notice. The sale was held over to the following day. Fifty-nine of 90 parcels were sold, at an average price of \$4.01 per acre, just beyond the upset price (NA, RG 10, vol. 4313, file 271234).

The buyer of the most land was E.H. White, son of William White, Inspector of U.S. Immigration Agencies in the Department of the Interior. The Whites, father and son, formed the White Land Co. Their land all ended up with Wilbur W.H. Bennett, and both White and Bennett were part of land sales fraud at Moose Mountain and Chacastapaysin.

The second largest purchaser was R.J. Speers, who was in the real estate business with the auctioneer and who acquired several other parcels on assignment, some of which was paid by Bennett and Simpson. M.J. Day, the wife of the Agent, bought two quarter sections. All this land, and that of several other buyers, was assigned to W.V.H. Bennett, the Canadian Immigration Agent in Omaha, Nebraska. W.D. Watson of Toronto bought two quarter sections, and seems to have then sold them to Champagne, Simpson and Speers. M.J. Kane acquired land on assignment, including some of M.J. Day's land. Agent J.P.G. Day had power of attorney over the land acquired by one purchaser, Emile Bourassa, and paid an instalment on the land bought later by S.S. Simpson's wife. Auctioneer Simpson acquired partial interest in as many as 12 quarter sections, via assignments and partial payments.

Champagne, Simpson and Speers offered to buy any unsold land at \$2 per acre, according to a letter from Day to the Department on June 18, a few days after the sale. White offered \$3.10 per

acre for the unsold land in a letter written directly to Pedley on July 23, 1906 (NA, RG 10, vol. 4313, file 271234).

The second auction, November 4, 1908, was also poorly attended, and again E.H. White bought land, as did an Alexander M. Speers. Bennett again obtained assignments for much of the land sold. The auctioneer was Thomas Leckey, an employee of the Champagne, Simpson and Speers firm. The third auction, also handled by Day, was held June 16, 1909, with George Walton of Winnipeg as auctioneer. Only a few people attended, and no one bid on the land. Day offered to sell the land after the sale privately; Walton was also of the opinion that it could be sold privately (NA, RG 10, vol. 4313, file 271234).

The last auction was held June 1, 1910, after the Department repeatedly ignored private offers to buy the land. The sale was held in conjunction with the Moosomin/Thunderchild sales, and the average price for sales was \$3.87 an acre. E.H. White again bought land, as did M.A. Simpson, wife of S.S. Simpson. The latter land was eventually assigned to the wife of the farming instructor at the Battleford Agency, Robert Jefferson.

It should be noted that the pattern of several auctions seems to indicate the lack of a market for the land. There were repeated offers at low prices which the Department ignored in favour of a competitive auction. Even with the auction, however, the land was bought by speculators with local connections, including both the auctioneer and the Indian Agent. Both White and Bennett were involved with the land purchasing at White Bear and Chacastapaysin.

CARRY THE KETTLE IR 76

Surrender of 1905

The terms of the 1905 surrender were written into the surrender document, with the exception of Agent Thomas Aspdin's proposal by letter for a prorated distribution to Indians who did not farm. The terms included those discussed with Inspector William Graham on March 30, a month before the surrender meeting:

- Nine sections of the reserve were to be surrendered for sale.
- From the proceeds, \$1200 would be used to pay off a debt on the threshing outfit.

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- The Department should be reimbursed for money spent to buy wire for a pasture fence.
- Lumber was to be purchased to build a shed to house the threshing machine.
- The proceeds were to fund the difference between the sale of the old engine and the purchase of a new one.
- Daniel Kennedy and one or two others were to be paid compensation for improvements on the surrendered land.
- The balance of the money was to be funded for the benefit of the Band, and managed by the Department in its best interests.

There was no mention of food and clothing for the elderly.

Inspector Graham, in his report to Secretary J.D. McLean which accompanied the submission of the surrender documents and Aspdin's letter to the Department, recommended against Aspdin's request for prorated distributions to non-farming Indians, on the basis that they could choose to farm if they wanted to. He also suggested that the "very old" could be provided with some funds, at the discretion of the Department, as envisaged in the last condition of the surrender document (letter of May 6, 1905, NA, RG 10, vol. 4001, file 208590-1). The Order in Council of May 23, 1905 (PC 940/1905), which accepted the surrender on behalf of Canada, made no reference to the Land Regulations; therefore, the regulations would have been in force regarding sales.

The reserve was subdivided for sale in the summer of 1905 by J.K. McLean. The upset prices he imposed ranged from \$4 to \$8 per acre, much as Graham had predicted in his report on the March 30 meeting. In his report to DSGIA Frank Pedley on September 11, however, McLean predicted even higher sales prices, given the prices in the surrounding area (NA, RG 10, vol. 4001, file 208590-1). The auction was set for February 14, 1906, in Sintaluta. Advertisements were placed in Winnipeg's *Manitoba Free Press*, the *Regina Leader*, the *Wolseley News*, and the *Indian Head Prairie Witness*. There were a number of private inquiries, including one from James Smart, former Deputy Minister of the Interior, writing on the letterhead of the James A. Smart Company based in Montreal. The auctioneer was Peter Smith of Wolseley. The terms of sale were one-fifth down payment, five instalments total, with 5 per cent interest to be paid on outstanding instalments. Note that the use of

5 per cent interest, unauthorized by the Order in Council, predated the December 1906 change from 6 to 5 per cent interest in the Departmental Land Regulations.

The number attending the auction was small, given the restrictions on advertising. All but two of the 36 quarter sections were sold, at or slightly above the upset values. Graham had recommended that any parcels remaining after the auction be sold independently at \$6 per acre (letter of February 20, NA, RG 10, vol. 4001, file 208590-1). Only one buyer was local, and he purchased one quarter section. Most of the land was bought by five individuals: Sam Clarke, MPP from Cobourg, Ont., William A. Matheson of Winnipeg, George Hastings of Winnipeg, Dr J.S. Matheson of Brandon (the brother of a Sifton associate, R.M. Matheson), and Peter Mitchell of Brandon. Hastings and W.A. Matheson were grain dealers, Peter Mitchell was a hardware dealer, and J.S. Matheson was a physician.

The remaining two quarter sections were not sold until the 1920s in spite of repeated offers. A value of \$18 per acre was placed on the land in 1921, but the land was sold for a lower price (NA, RG 10, vol. 6619, file 102A-1-9, letter of W. Graham to D.C. Scott, October 20, 1921).

Both Peter and Samuel Mitchell went into arrears with payments, but the transactions were eventually completed. Two purchases made by Peter Mitchell were cancelled in 1920 and then reinstated; Mitchell had already sold the land. The person who intervened on his behalf was Arthur Boyer, JP, of Montmartre, who had been handling local sales/assignments (NA, RG 10, vol. 4001, file 208590-1; see also vol. 6619, file 102A-1-7).

Controversies arose over the years regarding the terms of the surrender. James Jack, Daniel Kennedy, and the Saulteaux all asked for compensation for improvements. Three claims, all in Surveyor J.K. McLean's writing and witnessed by him and Aspdin, were submitted on behalf of these three men in September 1905 asking for compensation at the rate of \$5 per acre. Graham wrote in support of these claims on November 30, 1905, and was told that no money could be paid until the land was sold. Cheques were authorized on February 27, 1906, after the sale (NA, RG 10, vol. 4001, file 208590-1).

Band members continued to press for per capita distributions, believing that they had been so promised. On April 8, 1907, Commissioner David Laird submitted a petition to Headquarters, signed by 26 band members, asking about the interest distributions at 3 per cent which had been promised.

In reply, Secretary McLean reminded Laird that the surrender document did not actually say that the money would be distributed, but rather that it would be managed in the Band's interest. When asked, Graham said there was no condition set that interest money would be distributed, but that the principal could be drawn upon for relief of any special cases of distribution. He recommended, in a letter of April 30, 1907, that interest be allowed to accumulate until fall, and then be used to buy rations and clothing for the old and destitute. His recommendation was approved by Laird and McLean (NA, RG 10, vol. 4001, file 208590-1). Obviously, the Band and Graham understood the discussions differently.

The issue of per capita distributions continued to be raised. The next agent, W.S. Grant, pushed for an accounting of band funds in April 1908, three years after the surrender, but did not receive all the information he wanted. In 1909 the Conservative Member of Parliament for Qu'Appelle, R.S. Lake, inquired about the failure to make payments, pointing out that the usual practice was to make regular payments. In 1909 E. MacKenzie, the Presbyterian minister on the reserve, also sent a petition from the Band to Senator Ross. The petition stated that about \$3000 had been spent on equipment, but that no other proceeds were evident. MacKenzie argued that the recent crop failure had led to a need for the income. McLean reiterated that the terms of the surrender were being adhered to (NA, RG 10, vol. 4001, file 208590-1).

Still the requests continued. In October 1914 Chief Carry the Kettle requested a prorated distribution of the capital account. The departmental reply, from DSGIA Duncan Campbell Scott, was that the Band had been getting interest distributions for two years, but the Department refused to consider distributions of the capital. A couple of months later, on December 2, 1914, the Indian Agent told Scott that the petition in his view was the result of agitators on the reserve, and did not necessarily represent Band sentiment. His letter also referred to retaining interest payments to buy seed grain (NA, RG 10, vol. 4001, file 208590-1). Another petition came in 1916, signed by the Chief and 26 band members, stating that they had not received any distributions and did not believe that the surrender had been in the best interests of the Band.

ALEXANDER IR 134**Surrender of 1905**

The terms of the 1905 surrender of Alexander IR 134, attached in a handwritten addendum, included those agreed to in earlier departmental negotiations: a planer, shingle mill, fence and gates, and horses; “that out of the proceeds of the sale and the investment thereof a reasonable proportion of the cost of maintaining the sick, old and disabled members of the Band should be paid, as well as the cost of maintaining the horse ranch and repairing and keeping the fence and machinery in a good state of preservation.” Other items were added in the document: 13 teams of work ponies, 15 wagons, 15 sets of harness, 8 mowers and rakes, and 12 breaking plows, plus up to \$500 for draining ponds and lakes. In a letter to Commissioner David Laird on January 1, 1906, Inspector J.A. Markle defended this on-site negotiation, admitting then, and again in 1912, that he added the conditions at the time. According to Markle, at least some of these requests seem to have come from the Band. Markle also said in his letter that he had not clarified to band members that these stock and implements would be band, not individual, property (NA, RG 10, vol. 6666, file 110A-3 -1). Order in Council 93/1906 of January 26, 1906, accepting the surrender, stated that the sales would be made without reference to the Land Regulations of the Department.

There is controversy about whether the cumulative value of these promises exceeded Markle’s authority at the time of taking the surrender, and whether he exceeded the statutory limit established in the *Indian Act* in offering more than 10 per cent of the “proceeds” of the sales as an immediate benefit. The latter issue depends in part on how the requirements are interpreted and how both benefits and sales are valued. According to the Specific Claims Branch (SCB) 1992 report (30-8), some of the expenditures are not reflected in the Department’s records. For instance, the purchases of the promised planer and shingle mill do not show up as expenditures, nor do those of the mares and stallions. Other provisions, such as the fence, were met. Money was spent on the sick and disabled, but it is difficult to assess what portion this represented of general band expenditures for medical care.

In the summer of 1906 Surveyor J.K. McLean subdivided the reserve into quarter sections; he also suggested upset prices ranging from \$3 to \$10 per acre. The public auction was set at Edmonton for October 3, 1906. The auctioneer was Robert Smith of Seton Smith, Edmonton.

Advance notices were sent to Liberal newspapers in Winnipeg, Fort Saskatchewan, Strathcona, and Edmonton. They were also sent to those who made inquiries, including F.W. Grant, and of others who were identified as potentially interested. They included Pedley's former law partner, A.C. Bedford-Jones; Sifton's business associate, A.W. Fraser; James A. Smart (who had left the Interior and Indian Departments by then); and James Playfair, Grant's associate in Midland, Ont.

According to the recommendation of William Orr of the Lands and Timber Branch, the sales were to be paid in five instalments with interest payable at 5 per cent. Sixty-nine parcels were sold. Sales averaged around \$6 per acre, meeting the upset prices. Minister of Interior Frank Oliver, in submitting the surrender to the Governor General in Council for approval on January 15, 1906, had asked that the 1888 Land Regulations be waived. There were no restrictions governing the amount of land that could be purchased by individual buyers, or occupation and improvement (NA, RG 10, vol. 6666, file 110A-3-1).

Seventy per cent of the purchases were made by Charles W. Bacon, Joseph R. Miller, William Addison Wood, and Patrick Owen Dwyer. Miller was a salesman based in Toronto, who also made extensive purchases at the Pasqua sales. His address for these sales was listed as 92 College Street, and his occupation as "Commission Agent" suggests that he may have been purchasing on behalf of a firm. Dwyer's address was listed as the Alberta Hotel, Edmonton. His occupation was listed as "gentleman," as was Bacon's; Wood was listed as a CPR agent. Three quarter sections were bought by Frederick W. Grant (see discussion of the 1906 surrender of Michel IR 132 below).

One of the purchasers of smaller amounts was Patrick O'Driscoll, who assigned his rights to his quarter section to J.J. Anderson, on January 19, 1911. Anderson was the manager of the Edmonton Branch of the Union Bank of Canada and the son-in-law of Frank Oliver. Anderson also got an assignment in 1911 from William and Hugh Rigney for a fractional section in the same township. He paid in full for the land, got the patent and titles, and then transferred the land to Frank Oliver in 1914. Oliver in turn sold the land in 1923, allegedly at a profit. Oliver was no longer Minister of Interior/Indian Affairs at the time of the transfer.

It appears that the land sales clearly favoured speculation in this case. No link has been made in the record between the demand for lands (other than the general movement to open reserves during this period) and the speculators who obtained the land by auction. The surrender and auction

allowed for payment to be made in ten instalments at 5 per cent interest, even though the surrender and sale predated the December 1906 change in the Land Regulations. Under the regulations in force at the time, interest on instalments was set by regulation at 6 per cent.

MICHEL IR 132

Surrender of 1906

The terms of the 1906 surrender of Michel IR 136 included:

- The land was to be sold for a minimum price of \$10 per acre.
- The moneys were to be used to purchase 20 horses, 9 sets of harness, 5 waggons, 8 plows, 2 sets of bobsleighs, 2 mowers, 2 rakes, 3 harrows, 1 cook stove, 1 [illegible] mill.
- These items were to be the common property of the Band.
- Four men were listed as being promised payment for buildings and improvements, should the improvements be found to be in the surrendered area; the amount to be paid was specified as well.

Some of the terms were handwritten by Inspector J.A. Markle, and the rest were in another hand, possibly that of Agent James Gibbons. The itemized list was in the agent's (?) writing, suggesting some pre-negotiation preparation, with changes made and initialled at the time. Markle's writing covered the details of reimbursement for improvements. Since individuals are listed with amounts, these arrangements may have been important to concluding the agreement; these four individuals are among the seven who signed the document. Some corrections were initialled by the Chief.

The land surrendered on June 22, 1906, was promptly subdivided by Surveyor J.K. McLean. Most of the land was valued at between \$9 and \$15 per acre; the prices below \$10 had to be disregarded at sale because of the \$10 minimum specified in the surrender. The sale was set for Edmonton on November 14, 1906. Unsold lands from the 1903 surrender were revalued by McLean, mostly at about \$1 per acre above the 1903 values (Tyler and Wright 1978a, 169-71).

Notices were sent out at the end of October, directing inquiries to the dominion land agent at Edmonton and to Agent Gibbons at Stony Plain. Minister of Interior Frank Oliver then postponed the sale until December 5, and new notices were sent out, primarily to western newspapers, to those

who had signed the 1905 settlers' petition from St Peter's, asking for the surrender, and to those who expressed an interest in the 1904 sale. Another group of notices went to prominent Edmonton Liberals, as identified by J.K. McLean. Inquiries were received from J.R. Miller of Toronto, F.W. Grant of Midland, Ont., P.O. Dwyer of Edmonton, and the Laird brothers of Dresden, Ont. One of the inquiries sent to Gibbons, from William McKay, noted that Gibbons had promised to mark the best land on a map (Tyler and Wright 1978a, 171-73).

The auctioneer was Robert Smith, and he was directed to alternate the sale of the eastern and western quarter sections. On December 5, all the land was sold. The western sections sold at an average price of \$8.47 per acre, and the eastern sections at an average price of \$12.93 per acre. The terms of sale were five payments, and 5 per cent interest on instalments. The two buyers who acquired the most land were Christopher Fahrni of Gladstone, Man. (3080 acres) and F.W. Grant of Midland (3059.6 acres). Other buyers were from Clover Bar, Edmonton, Spruce Grove, Red Deer, Villeneuve, and St Albert, all in the Edmonton area (Tyler and Wright 1978a, 175-78).

F.W. Grant had come to the attention of the House of Commons in 1905 for buying valuable Indian lands in the Georgian Bay, Ontario, area at a very low price; he then bought land at the Alexander, Samson/Bobtail, and Moosomin/Thunderchild sales. His brother, George D. Grant, was a law partner, and a Liberal Member of Parliament from 1903 to 1908. F.W. Grant was well connected to both the Liberal and the business community in Ontario. One of the individuals who conveyed information and payments between Grant and the Indian Department was Manley Chew, who was in the lumber business and was a Liberal elected in the constituency of Simcoe East in 1908. Grant was known to speculate in lands near railways and townsites. After the sale, he sent a telegram to Secretary J.D. McLean suggesting that he get the same auctioneer for the upcoming Cote sale, showing that he was aware of the chain of sales (Tyler and Wright 1978a, 178-81, 187). In addition, papers retrieved in the 1980s from Grant's law firm reveal that Chew had forwarded many of the plans and advertisements to Grant; upset prices written in the margins suggest a leak from someone in the know, possibly a departmental official. Grant later revealed that he had bought the land on behalf of a syndicate, but the only names that appear regularly in correspondence are James Playfair and D.L. White.

The other major purchaser was Fahrni, who was not known at other Indian land sales, but seems to have speculated in land elsewhere.

Both Grant and Fahrni were delinquent in paying instalments. Grant used Chew to help pressure the department to keep the account in good faith, despite lack of payment. When the Liberal administration was defeated in 1911, he used Conservative connections to prolong his account. With D.L. White and James Playfair, he eventually paid for some of the parcels, but at least six of the sales to him were cancelled in 1927, 20 years after the original auction.

The cancellation of the sales to Fahrni in 1910 was made public in the 1915 Ferguson Commission report. Fahrni did not pay beyond the first instalment. The first notice of cancellation of the sale, if payment was not forthcoming, went out in January 1910. When no payment was made, Frank Oliver intervened to give Fahrni a new deadline: he was to pay an outstanding account of \$22,908.26 within less than ten months, providing outstanding interest was paid in 20 days. When this was not done, DSGIA Frank Pedley cancelled the sales. None of the other five buyers who had failed to make payments by 1910, including Grant, had their sales cancelled.

The cancellation was then rescinded, and Fahrni was approached by J.J. Anderson, manager of the Union Bank of Canada, to buy the land. On June 3 Anderson asked Secretary McLean about the land bought by Grant and Fahrni, but his letter was received after the June 7 unsolicited reinstatement of sales. Anderson then bought the land from Fahrni. Anderson paid for the land and received title, then transferred it to Oliver in 1914 and 1921. Fahrni's son, Stanley, later accused Oliver of conspiracy; he said that his father had been approached by Anderson before he received notice of reinstatement, and had been anxious to recoup some of his investment, not knowing of Anderson's connection to Oliver. Fahrni alleged that Anderson received the land at one-quarter of its real value (Tyler and Wright 1978a, 191-97).

Other buyers from the Alexander and Michel sales were approached by Anderson as well, and eventually Oliver had title to 26 quarter sections, for which he had paid \$34,770.75; Anderson estimated the value in 1914 at approximately twice that amount. Oliver then used some of this land, 16 parcels, as equity for a mortgage with the Saskatchewan Savings and Trust Company, owned by the Sifton family. The land was transferred to the Trusts and Guarantee Company in 1924. Some of the remainder stayed with Oliver's family, and some was sold (Tyler and Wright 1978a, 197-200).

THE PAS IR 21A

Surrender of 1906

The surrender taken on August 21, 1906, contained terms and conditions that Inspector S.R. Marlatt filled in before the meeting (assuming there was one) and took to the Band. Commissioner David Laird, in forwarding the document to DSGIA Frank Pedley, expressed disapproval of some of the conditions, but he did not specify which ones. Of the 500 acres surrendered, it was stipulated that

- Two acres, the site of his present holdings, were to be acquired by John H. Gordon, trader, at the rate of \$50 per acre.
- Two acres were to be sold to Gideon Halcrow, manager of the Hudson's Bay Company store at The Pas, at the rate of \$50 per acre. (Halcrow served as the JP who took the affidavit.)
- Two acres of the site occupied by Joseph Buck were to be sold to Arthur LaRose, medical attendant at the Agency, at the rate of \$50 per acre.
- The North West Fish Company of Winnipegosis, Man., was to be allowed to purchase, at the rate of \$250 per acre, 150 feet of frontage by 100 feet in depth on the Pasqua River.
- The Chief, Antoine Constant, was to receive a one-half acre free deed, on the site of his residence.

The document specified that not less than 10 per cent of the moneys realized from the sale be distributed pro rata to the band members, and that a sum be advanced to pay for improvements; "further that any conditions or stipulations herein contained and not completely described in this surrender to be finally settled by Inspector of Indian Agencies S.R. Marlatt acting on our behalf, further the members of our Band at present residing on that portion of the reserve now surrendered shall vacate the land not later than the First of August 1907." In his letter forwarding the surrender, dated September 25, 1906, Marlatt amplified the terms. The deed to the Chief, for instance, was without prejudice to his treaty rights. The 10 per cent distribution was a minimum; he recommended a distribution of up to one-third of the proceeds. He also said that he could not have gotten the surrender without the inclusion of his personal promise to the Band (NA, RG 10, vol. 3566, file 82/31).

Just a few days after Laird forwarded the surrender, a letter was sent to Laird by the Reverend J.R. Settee, CPS, which had been written to him and signed by Chief Constant and councillors Norman Lathlin and David Cook. The letter protested the surrender and the “doings and management” of Marlatt. “We do not believe that the Indian Department would conclude to make such an arrangement by the irregularities and workings of the Inspector.” On November 5, 1906, Laird wrote to Fred Fischer, Agent at The Pas, asking him to investigate the letter; the marks of the Indians had not been witnessed, he said. The day after Laird’s letter, November 6, the Order in Council accepting the surrender was passed. There is no indication of any response to Marlatt’s proposal of a one-third distribution.

Fischer did not answer Laird’s letter until December 8. He had spoken with the Chief, who said that he had been requested by Settee to sign the letter and had refused. He alleged that Settee had written the letter and forwarded it without their signatures; Constant had no complaint about the surrender, he had told Fischer (NA, RG 10, vol. 3566, file 82/31).

By the fall of 1907 Marlatt, who had promised to monitor the fulfilment of the conditions, had resigned. Agency Clerk Fred Fischer asked whether the Indians could stay on the reserve longer, given that there was no townsite development, but Assistant Secretary Stewart replied on October 26, 1907, that the Indians had been well informed of the need to move, and that they should not postpone doing so any longer. Since the railway had not yet reached The Pas, there had been no sale of townsite plots. He said that the Department was contemplating sale to certain individuals who had claims to special consideration. The Canadian Northern Railway had not yet paid for the right of way, and would not do so until January 1908 (NA, RG 10, vol. 3566, file 82/31; vol. 3561, file 82/31).

In December 1907, Assistant Indian Commissioner J.A.J. McKenna, having recently visited the Agent, wrote to Secretary J.D. McLean on behalf of the Band; the Chief had told him that the Band had been promised half the proceeds. McKenna had explained that the surrender had provided for only one-tenth; McKenna also told them he “did not believe that the Department would depart from the terms of the surrender, which was regularly made with their full knowledge and consent.” In any event, no land had been sold (NA, RG 10, vol. 3566, file 82/31).

In the fall of 1908, a distribution of \$513.80 from the sale of town lots was finally made. Another, of \$496.00, was made in February 1909. That November another payment was made. These

payments represented 10 per cent of the incoming payments on sales, not the usual 3 per cent on capital funds. They amounted to less than \$2 per capita; in a meeting held on reserve on August 21, 1909, the third anniversary of the surrender, people pointed out to the new Inspector, S.J. Jackson, that they had been promised \$10 per capita on the sale of the town lots. They asked for 50 per cent of land sales revenue in the form of per capita payments (NA, RG 10, vol. 4025, file 292870-1A, Jackson to McLean, November 1, 1909).

In 1911 Clerk Fischer once again reported on behalf of the Band that it was dissatisfied with the proceeds. In another meeting with Inspector Jackson, the Band alleged that Marlatt had explained that the *Indian Act* was under revision at the time the surrender was taken, and that, should the maximum advance be raised above 10 per cent, the Band would receive a larger distribution. On January 7, 1910, Secretary McLean told Fischer that although the *Indian Act* permitted such a distribution, it would not be in the Band's best interest. He offered 25 per cent as a compromise, and asked Fischer to arrange a meeting with the Band to discuss it. The discussion took place immediately, and on January 24, 1910, the Band signed an amendment to the surrender agreement. Chief Constant, the two councillors, and 28 other men signed it, before Justice of the Peace Halcrow. The amendment provided for 25 per cent distribution; the payments of 10 per cent had already been made, leaving 15 per cent yet to be distributed. Fischer then asked for an additional \$1437.69 to make up the 15 per cent, even though all the sales had not been made (NA, RG 10, vol. 4025, file 292870-1A).

The sale of town lots did not begin until 1908 and proceeded slowly. Apparently there was an auction on June 17, 1908. The buyers included those named in the surrender document: Gideon Halcrow, Arthur, LaRose, and John Gordon. The Finger Lumber Company bought a number of lots, as did H.C. Beatty of Saskatoon. The president of the Finger Lumber Company, Herman Finger of Port Arthur, also bought land at the Crooked Lakes and Cote sales. He bought land, and by 1919 he was mayor, according to the correspondence on sales.

In January 1910, Pedley informed W.A. Orr of the Lands and Timber Branch that the Department would sell the remaining lots to single purchasers at an upset price, if certain conditions were met.

In February Pedley wrote to Orr again, recommending that Fischer make individual sales, subject to the condition that buildings worth at least \$1000 a year be erected within a year. The purpose of this condition was to prevent speculation. The terms of sale would be payment in five instalments, with interest charged at 6 per cent. Fischer wrote in March to say that the terms were too steep for some potential buyers. He also asked if buyers wanting to buy two adjacent lots would have to put buildings on both. Orr then recommended to Pedley that the condition be reduced to \$500, and that a limit of four lots per purchaser be enforced (NA, RG 10, vol. 4025, file 292870-1A).

In 1912 the Band was asked to pay \$2000 out of its capital funds to pay for clearing timber off the townsite; they were told that this improvement would increase the land values considerably. This action was approved by Band Council Resolution on May 21, 1912, after two meetings; Fischer reported that he had had great difficulty persuading the Band to agree. Councillor David Cook was particularly opposed (NA, RG 10, vol. 4056, file 386,990). In 1913 another Band Council Resolution was passed to put all the unsold lots on the market as soon as possible. Inspector Jackson supported the Band in this request, and finally in May 1914 an auction was held at The Pas, but only one in eight lots sold. The valuations were lowered in 1919, and another auction was held in July. Again the results were disappointing. Finally, in 1966, unsold lands were returned to reserve status.

Note: There is extensive correspondence on whether streets and lanes were included in the 1906 surrender and Order in Council. I have not covered this issue. The detailed history of lot sales is also omitted.

COTE IR 64

Surrender of 1907

The surrender of June 20, 1907, of Cote IR 64 included these terms:

- surrender of 10,740 acres
- payment of \$87 per person at time of surrender, approximately one-fifth of the purchase price, estimated at \$10 per acre
- owners of improved lands to be compensated at a rate of \$5 per acre on estimated areas, payable four months from date of surrender

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- owners of buildings also to be compensated within four months, at values fixed by the Department. Owner could remove buildings.
- interest money to be funded for children aged 12 to 18
- the land to be advertised and sold by public auction in parcels of one quarter section or less

There was no mention of reconstitution of acres from the first surrender, or of interest moneys from capital. Order in Council PC 1886/1907 accepting the surrender, passed August 21, 1907, permitted the sales to be made notwithstanding the Land Regulations. The Orders in Council reconstituting the 6613 acres were not passed until 1916 and 1963, when an attempt was made to return land surrendered in 1913 and 1914. In the meantime, however, the Band had use of them.

The land from the 1907 surrender was put up for sale on June 24, 1908, in Kamsack. The terms were 10 payments at 5 per cent interest. Advertisements were placed in early April in Liberal papers only in Regina, Moosomin, Brandon, Dauphin, Portage la Prairie, Winnipeg, and Toronto. Those receiving information included local people, MPs, and speculators. The Manitoba and Western Land Company, for instance, was on the list of those notified, as was H. Atkinson from New Brunswick, J.G. Turiff, A. J. McPherson of Stratford, Ont., E.L. Cash (the local physician and MP), Sam Clarke of Cobourg, and Theodore Burrows, MP. An additional handwritten list dated April 21, 1908, listed James A. Smart, A.W. Fraser, F.W. Grant, Thomas Martin, MP James Armstrong of Edmonton, and other names that are not legible (NA, RG 10, vol. 4036, file 314039-1).

Physician E.L. Cash was asked by Dr Wallace, who took the affidavits for the Cote surrenders, to have an 80-acre block of the surrendered land next to Kamsack divided into five-acre lots for residents who could not afford the Canadian Northern Railway townsite lots. Wallace noted that he was willing to pay \$500 for five acres in town, which would still be cheaper than what he would have to pay railway promoters William Mackenzie and Donald Mann. Cash discussed this proposal with Minister of the Interior Frank Oliver, and W.A. Orr recommended that the subdivision take place, cutting 80 acres into eight blocks of nine acres each and the upset price increasing from \$30 to \$500 per nine-acre block (NA, RG 10, vol. 4036, file 314039-1).

Inspector W.M. Graham was asked to take charge of the sale, and he was given the plans and upset prices in mid-May. DSGIA Frank Pedley advised him that the prices were confidential, and that

the value of improvements should be added to the selling price. Remington Walker of Kamsack was auctioneer. A total of \$8968.28 was realized from the sale. Graham reported that the sale was well attended, the prices were high, and many buyers were local. Fifty-seven of 96 portions of land were sold, 36 at the upset price, and 31 at more than the upset, averaging \$10 per acre. Agent Blewett was authorized to sell the remaining land at upset value to the first applicant. Another auction was held June 7, 1911 (NA, RG 10, vol. 4036, file 314039-1, Orr to Pedley, July 14, 1908).

The buyers included

- Herman Finger and William McBrady of Port Arthur, Ont., who bought land at several Indian land auctions
- Herbert Awrey, the Department clerk in Ottawa, who bought land at Michel
- Reverend Mr McWhinney, principal of Crowstand school on the reserve
- R.A. Wylie of Winnipeg and William Sykes of Mitchell, Ont. (major purchasers)
- local people William Ross, Dan Konkin, J.G. Hallson, Theodore Miles (substantial purchasers)
- Charles Reid of Chapleau, Ont. (several parcels)
- Dr J.I. Wallace (bought nine-acre lot)
- Dr E.L. Cash (made repeated efforts to have the remaining lands sold to his local associates)
- A syndicate organized by Mr Harry Beatty of Saskatoon (who also bought land at The Pas).

(Some of the members of the syndicate withdrew and later obtained at a lower price, a parcel of land desired and first bid on by Beatty. Beatty complained that Graham auctioned the parcel a second time. Graham claimed that Beatty had failed to come up with the original down payment, so the land was put up for sale again and some members of Beatty's syndicate bought it. E.A.W.R. McKenzie made a complaint against Graham, but the Department defended Graham's actions. McKenzie, a local Liberal, was the individual whose complaints in 1900 about Agent Jones's failure to use patronage merchants helped lead to Jones's removal. Dr J.I. Wallace also seemed to have been involved in the syndicate.)

Miles and Wallace were part of the Kamsack Land Company at the time, along with several other merchants and professionals of Kamsack, including Agent William Blewett. It is possible that this was Beatty's syndicate, but Beatty himself was not a director of the Kamsack Land Company.

There were complaints from the Band over the years about non-payment of funds, which they needed to pay off debts. These complaints related to all three surrenders. On March 18, 1908, for instance, Headman James Singuish wrote on behalf of the Band to complain about the government's failure to live up to its obligations; he asked Assistant Commissioner McKenna to come in person to discuss it. Blewett alleged that the letter was fabricated by the ex-Chief, and was simply a scheme to get cash (NA, RG 10, vol. 3561, file 82/1).

Blewett wrote again on April 6 about further complaints about the outstanding second payment from the 1905 surrender, and suggested that this payment should be used to buy a traction engine. Graham replied on April 16 that he had told the Band that all payments on the 1905 surrenders were to be cancelled, and that a traction engine was unnecessary; the engines were not needed at other agencies, where more grain was grown. The Band was so informed.

These complaints were tied to the request of some band members to move to a new reserve site; to the displacement from newly cultivated land; and to demands from creditors. By 1909, when the next land sale still failed to produce enough money to repay advances and pay interest as well, the Band threatened legal action, claiming it had not understood at the time of surrender that the payment of interest was conditional on repaying these advances. Kamsack townsite sales were being funded, and band members wanted not only interest but capital from these sales. When Blewett complained in 1909 about the debt load and requested use of funds to pay merchants, he was told that the Indians should get the money from sales of cattle and grain. Eventually they were allowed to vote money from capital to pay the debts. By 1911 Inspector Graham was alleging that, by not paying interest on the sales from the 1907 surrender, the Department was not fulfilling its obligation (see Tobias nd,18-25).

Note: An accounting of capital and interest cannot be done here, but it is worthy of note that the band members did not feel that the government was living up to the terms of the surrenders as they understood them. Meanwhile, demand for land in the district was increasing, and the Band made two

further surrenders, in 1913 and 1914. The result of these surrenders was such destitution that much of this land was returned to the reserve over the following two years (see Tobias nd, 25-26).

COWESSESS IR 73

Surrender of 1907

The terms of the surrender of January 29, 1907, for 20,704 acres stipulated that one-tenth of the proceeds from sale would be distributed, and the remainder would be funded, minus the usual Land Management fee. This one-tenth (or an estimate based on \$6 per acre) would be paid at the time of the surrender, and, if the sales brought more than \$6 per acre, the balance would be distributed to the Band after the sale.

Owners of improved land were to be compensated at the rate of \$5 per acre, and the amount was to be paid, based on estimates, at the time of the surrender, with the “balance, if any, paid after surveyor determines actual areas.” Owners of buildings were to be compensated, although the buildings could also be removed. Children between the ages of 12 and 18 years were to have their shares funded after the first payment. Finally, the document specified that the land should be advertised properly and sold in due time by public auction.

These were virtually the same terms as were signed by Kahkewistahaw, except that Cowessess was to receive one-tenth down, and Kahkewistahaw one-twentieth.

The surrender was accepted by Order in Council PC 409 on March 4, 1907. The document specified that the land was to be sold according to the Land Regulations, with the exception of Section 3 as to settlement duties. The land was subdivided by J. Lestock Reid in May 1907 with upset prices ranging from \$4.50 to \$9.00 per acre, with an average of \$6.88. The sale was delayed because of problems deciding the status of the irregular trails, previously surrendered. This delay was against the wishes of the Band, as expressed in the surrender discussion and provisions. The issue of compensation posed by Gaddie (and by Zac LeRat) was played out during this period also.

The auction of the Kahkewistahaw and Cowessess lands was set for November 25 and 26, 1908, with Joseph L. Lamont of Whitewood as auctioneer. The buyers were to pay in 10 instalments, with interest charged at 5 per cent. The sale was to take place in Broadview; there is no list of newspapers in which it was advertised, but notice appeared in the Regina *Leader*. Notices were sent

to 74 individuals. In addition to many local people, notices went to MPs J G. Turiff, A. Zimmerman, Uriah Wilson, R.S. Lake, and E.L. Cash; departmental employees Matthew Millar, David Laird, and W.M. Graham; private individuals E.H. Wilcox of England, G.H. Burnett of Saint John, NB, C.W. Graham of Winnipeg, F.W. Grant of Midland, Ont., W. McBrady of Port Arthur, Ont., James Smart of Montreal, A.C. Bedford-Jones, the Luse Land Co., H.C. Beatty of Saskatoon, James Playfair of Midland, and A.W. Fraser (NA, RG 10, vol. 3732, file 26632-1).

Inspector Graham was placed in charge of the auction. He reported on November 26, after the second day of the auction, that about 150 people had been present, a surprise given that it was a poor year for crops. One hundred and ninety-nine of 322 parcels sold, at an average of \$7.15 per acre, just slightly above the upset values. Thirty-seven sales were made at precisely the upset value. A second sale was held on June 15, 1910, and all parcels offered for sale were sold.

The pattern of buyers was interesting. At least four departmental employees bought land:

- Alice Tye, William Graham's secretary. Her brother, Howard, also bought land.
- Matthew Millar, Agent. He complained to the Department in 1909 about the poor quality of the land he had bought, and that he had been misled.
- Harry Cameron, interpreter and teamster. He had been a witness to the surrender.
- H.N. Awrey, clerk in Ottawa.

Millar's complaint the year after the sale was that, although he was familiar with the land before the sale, he was still surprised at the quality, saying he had been misled by Reid's description. He wanted to exchange his land for land elsewhere. The matter was referred to surveyor J.K. McLean, who wrote on October 20, 1909, that it had been Millar's responsibility to view the land, and that, in any event, it was doubtful whether Millar, as an Agent, had any right to purchase without permission (NA, RG 10, vol. 3732, file 26632-1).

A group of businessmen from Ontario and Winnipeg bought land. The purchases were made on behalf of this group by William Alfred Kenning, a real estate and financial broker in Winnipeg:

- Thomas D'Arcy McGee, of Thomas Ryan Brothers, shoes and boots, Winnipeg. (This might be the same Thomas McGee who had worked in the Edmonton Agency as a miller.)

- George and Henry Stewart, of Stobart and Sons, Winnipeg
- W. J. Kenning, Guelph
- Ernest Kenning, Guelph, cabinetmaker
- Edward Thomas Kenning, Galt, Ont.

Other purchasers were

- Judge James T. Brown of Moosomin. (He also bought land at the Moosomin/Thunderchild sales.)
- S.C. Simms of the Field Museum of Natural History, Chicago. (He bought two quarter sections.)

Another group of speculators, apart from the Kenning group, were those Americans associated with the Western Canada Colonization Company (WCCC), a firm based in both Winnipeg and St Paul, Minnesota. The purchases at auction were made by the WCCC, by C.H. McNider of Chicago and Mason City, Iowa, and Nicol Halsey. Halsey bought on behalf of himself and the WCCC; he was a director of the latter company. McNider did the same, although he was not on the board of WCCC. Both men bought on behalf of the North West Land and Trust Company, of Chicago, Peoria, Ill., and Emmetsburg, Iowa. A William J. Holohan, also of Mason City, Iowa, was involved as well.

The transactions here are very complicated. Halsey, on the WCCC executive, bought some land for himself, and some was bought by WCCC. The greatest amount of land was bought by McNider. Some of his land was first paid for by the North West Land and Trust Company, and, after 1911, both McNider and Halsey had their payments made by the WCCC. McNider assigned some, but not all, of his land to WCCC. They were obviously selling their rights to the land. W.H. Collier of Peterborough, Ont., bought an assignment of 42 quarter sections in 1911 from the WCCC. The lands were not properly assigned, and in 1913 Collier launched legal action against the company. Meanwhile, much of this land had been reassigned to Francis Atherton Bean. Bean was from Minnesota, but had apparently picked up several properties in Saskatchewan and Manitoba. His payments were made through the Toronto firm of Blake, Lash, Anglin, and Cassels; apparently he

was a long-standing client. The firm alleged that Collier had not exercised his option to purchase and had lost his rights. Bean, represented by Percival Gordon of Regina in the Saskatchewan court action, was a co-defendant in the action initiated by Collier over the improper assignment. J.N. Fish of Regina acted for Collier. Apparently the matter was settled out of court in 1913.

A third partnership buying land was that of William McBrady, who had been sent a notice of sale, and Herman Finger, both of Port Arthur, Ont. Finger was known to have purchased land at Cote and The Pas; he was president of the Finger Lumber Company of The Pas and later settled there. He also bought land in partnership with Archibald McGillis. Not much is known about them at this time.

In 1909, Inspector Graham wrote to McLean on behalf of one of the buyers, Ernest Paget, an individual apparently well known to him. Graham reported on Paget's ill health, inability to farm, and need to extend the time of payments (NA, RG 10, vol. 3732, file 26623-1).

No research on accounts has been found, but it appears from a scan of records that most final payments on account were made in the 1920s. Some accounts, like that of McNider, went seriously into arrears.

Various issues surfaced in the wake of the surrender, including the controversy mentioned above over Gaddie's reimbursement. Most of the compensation for buildings and improvements was paid soon after the surrender. The distribution of interest from the capital generated by land sales was contentious, given the late auction and deferred payments. The Band repeatedly asked for an accounting of its finances, and only after the 1911 delegation to Ottawa, on which the Band was represented, did it receive an accounting. The Band then hired a lawyer, J.W. MacDonald of Broadview, to represent it. MacDonald asked why 10 per cent of proceeds went to the land fund, and he asked other questions about capital and interest. He raised the issue of why the Band was being asked to pay for medical attention, when he understood this was a treaty obligation. The Department refused to deal with the lawyer and contacted the Agent instead. In consequence, Millar was instructed in 1911 to tell the Band that the Land Management fee went to pay the expenses surrounding the disposal of land; he also said that the government did not feel obligated to pay for expenses that the bands could pay for themselves. The Band's dissatisfaction continued, however, and ten years later the Band hired another lawyer to press its claims. Again the lawyer was ignored.

Over the years, Millar asserted that the per capita payments were beneficial in paying off debts and in supporting the elderly. He did remark in 1910, however, that the loss of hayland had forced the Cowessess people to sell off some of their cattle (see Tyler nd, 119-29). Millar was fired in early 1914 when economic conditions on the Crooked Lakes declined. He was accused of neglect, of not moving his family from Moosomin, and of failing to assist in looking after the livestock (NA, RG 10, vol. 1129, memo of January 19, 1914).

FISHING LAKE IR 89

Surrender of 1907

The terms of the 1907 surrender of Fishing Lake IR 89 included, by handwritten notation:

- an annual distribution of the interest, at 3 per cent, on money arising from the sale of the land
- payment of \$100 per head at the time of the taking of surrender
- compensation to owners of improved lands within four months from the date of surrender, at \$5 per acre
- owners of buildings to be compensated on the same schedule, based on valuations by an officer of the Department
- the land to be advertised and sold in due time by auction

The Order in Council (PC 1986/1907) accepting the surrender, dated September 7, 1907, set the authority for the disposition of land “notwithstanding” the Land Regulations (NA, RG 10, vol. 6704, file 121A-3-2).

Surveyor J. Lestock Reid subdivided the reserve for sale and provided upset prices: “In making the valuation I have been guided by prices asked by the different Companies holding lands in this district, and sales already made, the position of the quarter sections and their natural features.” He placed a high valuation, \$40 per acre, on the land by the Kylemore rail siding, on the basis of its being a good potential townsite. The rest of the upset prices were primarily in the \$13 to \$17 range (NA, RG 10, vol. 6704, file 1221A-3-2, Reid to McLean, January 18 1909). On January 26 Chief Surveyor Bray asked DSGIA Frank Pedley whether the Department could assume that the Kylemore

siding would not be moved, and there would in fact be townsite potential. The \$40 per acre valuation for two half sections was approved by W.A. Orr, Lands and Timber Branch, and a date for a public auction at Wadena was set for June 23, 1909, almost two years after the surrender (NA, RG 10, vol. 6704, file 1221A-3-2).

John McPhail of Wadena was appointed auctioneer. The terms of sale were for 10 payments, with 5 per cent interest charged on the unpaid balance. Inspector William Graham was asked to take charge of the sale. In a letter to Pedley dated June 6, 1909, Graham maintained the upset prices were at least 40 per cent too high; he doubted that they could get such prices at sale even five years hence. This opinion applied to the sale of Little Bone lands at Yorkton, to be auctioned June 16, as well (NA, RG 10, vol. 6704, file 1221A-3-2).

Graham reported on June 24 that the prices had been too high and that only eight of the 87 parcels were sold, in spite of good attendance. The average price per acre was \$13.12. The Department received inquiries from Charles Peterson of Lillyfield, Man., and from C.W. Minis of Manitowaning, Ont., about buying additional lands (NA, RG 10, vol. 6704, file 1221A-3-2). John H. Spence of a cigar firm of Brantford, Ont., wrote to Secretary J.D. McLean on May 1, 1910, asking for a map of upset prices, saying that he understood the Department was now providing this to prospective buyers. (There was a J.H. Spence who was part of a law firm with C.A. Masten, Sifton's lawyer and adviser.)

The Band was concerned about the fact that interest money was not coming to it. "I have been asked repeatedly by Indians what the Department intends doing about the matter," Graham wrote to the Department on November 8, 1909. He stated that the Band had been led to believe when it surrendered the land that the government would soon take steps to sell the land and use the proceeds to help band members get started farming (NA, RG 10, vol. 6704, file 1221A-3-2).

A second auction was set for June 8, 1910, at Wadena, with John McPhail as auctioneer. The upset prices were not reduced, as requested by both Graham and Secretary McLean. The sale apparently did not include 160 acres of land set aside as a townsite at Kylemore. Graham again took charge of the sale, and reported on June 10, 1910, that the land, with the exception of one quarter section bought by a local man, was bought by a Winnipeg syndicate represented by Dunbar H. Hudson of the Hudson Lumber Company, Winnipeg. Only 20 people attended; the land, over 10,000

acres, was bought at the upset price with no competition. The total amount realized was \$136,780.50, one-tenth of which was forwarded to the government as a down payment. From this, the down payment made to the Band at the time of surrender was reimbursed to the government (Public Archives Record Centre, file 675/34-17, vol. 1).

Dunbar H. Hudson almost immediately began to advertise the land, through the real estate firm of Donald A. Downie (Bulmer, Downie, Reid, and Co.). He then sold the land to George Hathaway and Myron McKinnon, both merchants from Chicago, on July 3, 1911, at a profit of \$7 per acre. Hathaway and McKinnon, with W.H. McKinnon of Quill Lake, established the Fishing Lake Farm and Land Company and transferred their interest in the land to the company, which began a farm operation (Tyler, Wright, and Daniel 1987, 41). W.H. McKinnon, their local connection, acted as manager. The original solicitors for McKinnon and Hathaway were the firm of Hudson, Ormond, and Marlatt, including A.B. Hudson, H.V. Hudson, and E.W. Marlatt. They were replaced by Macdonald, Craig, Tarr, Armstrong, and Hughes, the firm of the Conservative Hugh John Macdonald (son of Sir John A. Macdonald and briefly premier of Manitoba).

The farming operation was not as successful as its principals would have liked, and in 1918 the Fishing Lake Farm and Land Company, along with Donald A. Downie (who may have had some financial interest in the company at this point), sold the land to the Christian Community of Universal Brotherhood Ltd. – or the Doukhobors – led by Peter Veregin. The money from this sale was used to pay the Department, which had been threatening to cancel the sale. Instead of transferring title to the Doukhobors, the Company transferred title to the land to Lulu Oakes of Chicago in 1919, and back to Hathaway and McKinnon in 1927. These two men attempted to enter into a crop-share arrangement with the Doukhobors, who had remained on the land. The Doukhobors maintained that they had purchased, not leased, the land, and a legal battle ensued (see NA, RG 10, vol. 6707, file 121B-3-4/2).

The townsite was subdivided into lots, and a value placed on the lots by Mr Reid, ranging from \$30 to \$120 (NA, RG 10, vol. 6707, file 121C-3-1, vol. 1, Orr to Assistant Deputy Minister, October 12, 1910). The payments were to be made in four instalments with interest charged at 5 per cent. Bulmer and Downie of Winnipeg requested the upset prices, but it is not recorded whether these

were sent. A third sale was held in Wadena, again with McPhail as auctioneer and Graham in charge, on December 8, 1910, but not all the lots sold.

As early as September 1908, the Band was writing to complain about the terms of the surrender. Band members were surprised that the cattle and items bought from the surrender funds were band, rather than personal, property. The petitioners argued that they were unwilling to work hard for livestock that were not theirs; they also complained about lack of compensation for cattle killed by trains (NA, RG 10, vol. 3562, file 82/8). In correspondence in February and March 1911, the Fishing Lake people began to draw attention to the fact that they had not received payment for improvements. The Indian Agent, William Murison, said that he was not aware that he was supposed to follow up on this, but promised to do so. At the same time, band members, particularly Sabitawasis, were complaining about the Agent's management of band income, such as his placing limits on how much grain they could sell. Murison, in a letter to Secretary McLean on March 20, 1911, denied the accusations. The money for improvements was sent on April 5, 1911 (NA, RG 10, vol. 6704, file 121A-3-2). In his defence, Murison also stated that the Band was better off, and more content, than it had been in years. The first grain crop was produced in 1910, and the farming industry had begun to expand (Tyler, Wright, and Daniel 1987, 41).

PEGUIS/ST PETER'S IR 1

Surrender of 1907

Because of the complexity of the transactions, and the investigations into the 1907 surrender and its aftermath, there is extensive documentation on the fulfilment of the surrender terms. This material is greatly condensed in this discussion and divided into four subject areas: sale of the patented river lots, auction of land and payment of the one-half equity, move to the new reserve, and legality of the surrender.

The terms of the September 24, 1907, surrender were complex and detailed:

- one-half of the proceeds from sale, minus Land Management fees, to be paid to the Band within a year of the sale
- interest on the balance to be paid yearly

- at each payment, the Chief to receive an additional \$10, and councillors, \$6
- 21,000 acres to be divided into patented lots on the basis of 180 acres to the Chief, 120 acres to councillors and ex-Chiefs, and 80 acres to others per head of family of five, or in proportion to family size, similar grants being made to widows and unmarried men and women over 21
- 3000 acres of haylands to be set aside, with the understanding that some might eventually be patented and the Band so compensated
- new reserve site of 75,000 acres to be selected on Lake Winnipeg, with not more than 10 miles of shore frontage
- Department to survey lands to be patented, and patents to be issued after survey
- Department to advance \$5000, paid at time of surrender, and reimbursed to Department from first sales of land
- rations to be issued at treaty payment time
- reasonable supply of agricultural implements to be supplied by the Department for the new reserve
- reasonable assistance in moving to new reserve, within five years of date of surrender
- reasonable assistance in building, one time only
- surrender to release lands in the present reserve from all claims of the Band and each member from any claims under the *Manitoba Act* or the *Indian Act*; each person to sign a release at the time patent received, such release not to prevent participation in benefits of sale (see Tyler, Wright, and Daniel 1979, 250-51)

These terms were accepted by Order in Council PC 3325/1907 on October 14, 1907. The Order in Council stated that the lands were to be sold without reference to the Land Regulations of the Department.

Sale of the Patented River Lots

Immediate interest was shown in the lots the Indians were granted in the surrender. The lots had to be surveyed, and lists drawn up, before the process of issuing patents could be undertaken. The haylands also had to be set aside. These delays did not stop speculators like Ernest Rayner, who had

been part of the surrender party, from approaching the council and offering credit at Robinson's store (where he was manager) in return for putting up the promised lands as security. Anxious to begin the patenting process, the council was already allotting lands to band members without a survey. These proposed allotments were then sold on speculation. Fred Heap, who had represented non-Indian and non-treaty claimants before the Howell Commission, began speculating, as did William Frank, who had possession of the "Mile Square." The two men formed a partnership in January 1908 to buy land from prospective owners. George Tracy, an Englishman, used hay purchases from Indians to generate debts, which he would then agree to waive in return for rights to land allotments. He would advance money on hay, then claim that he did not need the hay, and ask the Indian to pay back the advance, thus creating a debt. The Indian Agent, J.O. Lewis, bought land on speculation as well (Tyler, Wright, and Daniel 1983b, 362-74).

This activity was halted by DSGIA Frank Pedley in January after Lewis wrote suggesting how to speed up the allocations. Pedley refused to acknowledge the land transfers, and insisted that patents would only be issued in the name of the Indian to whom the allotment was made. The delay in making the transfers was only temporary, however, as the speculators succeeded in getting Lewis appointed to help with allotments and found creative ways to make new deals. William Frank did his transactions in the Agent's office, witnessed by Lewis and a couple of paid band councillors. He and Heap had the assignments written into the applications for patent. When J.K. McLean arrived in April to begin surveying, he found that many of the allotments had already been made.

By the end of June, speculators Frank and Heap had purchased more than 5000 acres from 100 band members. They formed the Selkirk and Northern Land Company in April 1908. The investors included Alexander N. McPherson, a friend of Clifford Sifton, and Robert John Spencer, who was married to Lewis's cousin. George H. Funk, another land speculator who arrived on the scene from Iowa, was a business partner of Michael Scott of Emerson, the man who had pushed for the Roseau River surrender. He bought over 3000 acres in a few months, at an average of \$4.80 per acre (Tyler, Wright, and Daniel 1983b, 374-90).

Band members varied in their response to the situation. Some were able to take advantage of the competition and get good prices, or even to sell the same land twice, but others were easily deceived into taking low prices for large amounts. Some thought they were selling only an option to

purchase, whereas in fact they were selling the land. Alcohol was sometimes used to lubricate sales. The band councillors, who had assisted Lewis in the allotments, all received more land than was stipulated in the surrender document. On the whole, the payments for the lots averaged only \$5 per acre, when, in 1906, right-of-way compensation for land taken from the reserve had been \$20 per acre. Frank advertised his land at \$27.50 per acre minimum, and received as much as \$75 per acre for some of it (Tyler, Wright, and Daniel 1983b, 390-404).

By 1909, several civil suits had been launched over improprieties in sales, and some of the plaintiffs were Indians. These suits began to draw public attention to the irregularities of the transfers. Then, in late spring 1909, the Registrar General of Land Titles for Manitoba refused to issue any more certificates of title for St Peter's lands. Given the questions surrounding the nature of transactions, the province was unwilling to take the risk (Tyler, Wright, and Daniel 1983b, 461-66).

Auction of Land and Payment of the One-Half Equity

By the fall of 1908 the Band had begun to take note of the Department's failure to pay the promised \$90 per capita, and the Department began to prepare for the surrendered lands to be sold at auction. Surveyor J.K. McLean placed a low upset value, less than \$5 per acre on average, on these lands when he submitted his figures in September 1908 (Tyler, Wright, and Daniel 1983b, 410-11). At least \$102,000 would be needed to cover the \$90 per capita distribution, and the money would have to come from land sales. The practice at the time was for payment to be in 10 instalments, with interest charged at 5 per cent. Clearly this would not achieve the minimum necessary to fulfil a promise from Agent Lewis to the Chief that \$15 per capita would be paid immediately after the sale. Lewis suggested using a five-payment system, and this scheme was adopted (Tyler, Wright, and Daniel 1983b, 410-16).

The sale was set for December 16, 1908. Snow cover would prevent inspection, and since the best land in the reserve had been picked up in the individual allotments, the poorer land would be for sale. The sale was advertised in Liberal newspapers in Toronto, Winnipeg, Selkirk, Portage la Prairie, and Brandon. The advertisements ran through November. Individuals requesting descriptions were sent them under Secretary McLean's direction (Tyler, Wright, and Daniel 1983b, 417).

Although over 100 people attended the sale, only 20 made purchases, and 12 of these bought only a quarter section. The Selkirk and Northern Land Company (Frank and Heap) and George and Abraham Funk bought more land, as did contractor John L. Hyland. The average price per acre was only \$5.68. According to Agent Lewis, there was little competitive bidding, and much of the land sold at upset value. Not all the parcels sold, and the total amount that the Department expected to collect was \$85,990.73. This would allow a cash distribution of only \$26 per capita (Tyler, Wright, and Daniel 1983b, 418-20).

In February 1909 the Band called a meeting to protest the failure of the Department to pay the \$90, even though the government had until December of that year to do so according to the surrender terms. Rayner and Grain, the two local men brought into the surrender negotiations near the end, testified to the promise being made. Agent Lewis asked for money from the Department for a pay-out to encourage a move to Fisher River, and the money was paid in April, but it amounted to only \$6 per person.

Move to Fisher River Reserve

The new reserve site at Fisher River was picked out in October 1907 by band representatives and Homestead Inspector R. Foley. Foley thought that the site had great agricultural potential and therefore would place the Indians once again in proximity to white settlement. He recommended against acceptance, but Pedley agreed to the selection (Tyler, Wright, and Daniel 1983b, 355-58).

Some band members began in 1908 to call for a new election. They refused to move to the new reserve until they had an opportunity to elect new leaders; the Department refused to allow an election until the move. There were allegations that the Chief and council, like Lewis, were benefiting from the surrender and sales, particularly through their association with William Frank. The issue dragged on; in late 1910 the majority of people were still on the old reserve, even after the early 1909 land payment designed to provide incentive for them to move. Those who had moved to the new reserve, named Peguis, wanted elections, as well as more land sales moneys. There were heated discussions during the 1910 annuity payments, resulting in a \$1.25 per person distribution of interest money (Tyler, Wright, and Daniel 1938b, 358-59, 480-84).

In 1911 the people received \$9 per person at annuity time. During payments, the people at St Peter's asked for and were denied an election, but one was held on July 13 at Peguis; only those willing to go to Peguis were allowed to vote (Tyler, Wright, and Daniel 1983b, 499-500). Because of these controversies surrounding the surrender, the move to Peguis was slow. By 1914, after the release of the Royal Commission report (see below), only one-third had moved, and the Department began to step up the effort to assist in the move. The people at St Peter's wanted the surrender overturned and the reserve restored, whereas the people at Peguis continued to press for the distribution of the proceeds of sale (Tyler, Wright, and Daniel 1983b, 577-59, 581-82).

Legality of the Surrender

The individual who began to challenge the nature of the surrender in the House of Commons was George Bradbury, the Conservative who defeated Liberal MP Samuel Jackson in Selkirk in the 1908 election. He made his first comments in February 1909 and would have many opportunities to bring up the issues concerning the surrender: the discontent of the Band, the frustration of settlers faced with buying from speculators at high prices, the ploys of the speculators, and the tactics of the surrender negotiations.

Bradbury began to solicit information on all these issues, as well as on the surrender itself. In November 1909 he received a petition signed by 110 men from St Peter's; the petition listed the tactics speculators had used to take land from the Indians. They claimed that in many cases the patents promised by the Department had never been issued to them through Agent Lewis. Bradbury addressed the House and demanded an investigation. Inspector of Accounts S. Swinford and the Department law clerk A.S. Williams were dispatched by Minister of the Interior Frank Oliver to interview both sides of the issue, but Bradbury also conducted some interviews of his own. When Swinford and Williams failed to find many cases of wrongdoing, including failure to pay in full, or misrepresentation, Bradbury had collected affidavits he could use. On April 13, 1910, he made a four-hour speech about the issues of surrender and sales. He condemned the Liberals for failing to safeguard the interests of the Indians in either surrender methods or in subsequent sales (Tyler, Wright, and Daniel 1983b, 467-76).

One of the issues raised in the debate was whether the government could make grants of land to Indians. Oliver had said that these Indians were almost like white men, and thus defended the breaches of trust as well as the terms of the surrender – which, as someone else pointed out, may have exceeded the 50 per cent equity clause of the *Indian Act* when the land allotments were considered. The Department of Justice supported the authority of the Department to issue these grants (Tyler, Wright, and Daniel 1983b, 474-79).

After the dissatisfaction expressed at the 1910 annuity payments, Frank Oliver sent the Reverend John McDougall to both reserves in October 1910 to investigate matters, and McDougall recommended a further distribution of interest money. McDougall held meetings on the reserve in the fall of 1910 and listened to complaints about the speculators and the failure of the government to live up to surrender terms. He also paid out additional interest money. McDougall's subsequent report to Oliver described the Peguis Indians in positive terms, but reported dissatisfaction at St Peter's – without noting the causes (Tyler, Wright, and Daniel 1983b, 483-92).

Bradbury, who had talked to McDougall during the latter's visit to the area, asked Oliver in the House on January 19, 1911, if the Indians had expressed dissatisfaction to McDougall; he was told that they had not. In February, however, 87 people at St Peter's sent a petition to the Conservative Premier of Manitoba, R.P. Roblin, asking for an investigation by the province. In March, Bradbury called for a Royal Commission. He accused Frank Pedley of bribery in the surrender process, and criticized the lack of prior notice given to band members; he raked the Reverend John Semmens for his \$90 call during the surrender meeting. Although Oliver was ready to dispute the charges and to turn down the demand for a federal Royal Commission, Premier Roblin was in the process of appointing a three-person provincial commission (Tyler, Wright, and Daniel 1983b, 492-94).

The three Commissioners appointed were Judge Corbet Locke, Judge L.A. Prud'homme, and Judge Robert Hill Myers. Federal files were requested and eventually procured from Oliver. As the Commission scheduled meetings in July, the various parties began to prepare. William Frank defended himself in the press, and Oliver spoke in Winnipeg on June 7 about the necessity of a surrender. The Selkirk Board of Trade petitioned Oliver asking for special legislation to confirm the surrender. Oliver

then paid the St Peter's people \$9 per capita on land sales at annuity time (Tyler, Wright, and Daniel 1983b, 495-500).

The Commission's hearings began on July 24, 1911, and many of the people involved at various points in the surrender and sales processes testified, questioned by legal counsel for the Commission and for the Indians. The accounts given by William Asham and numerous other Indian witnesses were consistent. They pointed out that the lure of cash was a strong factor in decision-making; the people had thought that the government was going to buy the unallotted land, that the \$90 per person was a firm promise. Evidence was also presented that at least 22 voters were absent from the meeting. The band councillors who had been in power at the time of surrender defended their acts, including their involvement with speculators, as being in the interests of the Band (Tyler, Wright, and Daniel 1983b, 500-16).

The Department's witnesses, Lewis and Howell, did not testify until after the 1911 election, in which the Liberals lost to the Conservatives. Lewis said that all the changes to the surrender document were made before the vote. He denied that Semmens had made the \$90 call, and he said that the figure of \$90 per person was used as a hypothetical figure, not as a promise. He also defended his actions in the allotments (see above). In addition, in speaking of his actions as Commissioner, Howell justified the need to take the surrender in order to remove the Indians from town and to free up good land for cultivation. In defending his involvement, he went so far as to assert that he had not even been present at the band meeting at which the surrender was taken, or at any other meeting (Tyler, Wright, and Daniel 1983b, 520-25).

When Pedley was called, he said he had read the entire surrender document on the first day, and that he had not guaranteed a \$90 payment. The Band itself had decided how the vote should be taken. Changes in the document were made before the vote. Pedley cited an 1876 debate in the House of Commons about the level of consent needed, and noted that at that time the Minister had taken the position that the only authority needed was the majority of those present at the meeting. Semmens, when called, said that he had only been answering a question when he made his famous comment about \$90. He confirmed that he had paid the Chief and councillors \$5 for attending the last meeting prior to the surrender (Tyler, Wright, and Daniel 1983b, 526-30).

The majority findings of the Commission, those of Judges Locke and Prud'homme, were that the surrender violated the letter and intent of the *Indian Act*. Only one day's notice had been given. Only about half the Band had an opportunity to hear the poorly translated discussions. The document was altered after the vote. The incentive provided by money influenced the ill-considered voting procedure. The findings also determined that the *Indian Act* meant to command the majority of all voters, not just those at the meeting. The Commissioners asserted that the affidavit was not sworn by an authority deemed to be valid under the *Indian Act*. The Commission went on to defend the intent of some of the officials present, but nonetheless stated that the effects were such as to cast doubt on the validity of the surrender. The dissenting opinion, that of the Liberal Judge Myers, was quite different; in spite of legal quibbles, the requirements of law had been met, he believed, and problems of misinterpretation lay with the Indians (Tyler, Wright, and Daniel 1983b, 530-34). No judgment was given as to validity of sales.

The report was met with a variety of reactions. Bradbury began a campaign to have the surrender overturned. The reaction of the Band was mixed; as noted above; the people at St Peter's wanted the surrender voided and the land restored; those at Peguis, with the elected leadership, pressed for further distributions of land sales moneys and interest. The Department collected on sales and ignored the question for some time, especially after it discovered that a clerk in Agent Lewis's office, during Lewis's term, had been pocketing some of the money collected from buyers (Tyler, Wright, and Daniel 1983b, 571-72, 567-68). There was pressure from speculators, and from the Selkirk Board of Trade, to retain the surrender and have titles for the patented and purchased property issued. Both the speculators and the Board attacked Bradbury in the press. Finally, in 1914, under pressure from the Minister of Justice, who held that a surrender required a majority of voters to assent, the federal Conservative government directed two Manitoba lawyers to enter an action in the courts to have the surrender annulled on the following basis:

- The meeting was not properly constituted.
- There was insufficient notice.
- There was bribery and inducement.

- People were unable to hear the proceedings, nor, in some cases, to understand them.
- The method of voting was improper and no records were kept.
- The surrender was not properly certified.
- The assent of a majority of voters was not obtained.

This action caused a furor among buyers; they immediately sent a delegation to Manitoba Premier Roblin to apply pressure, and a lobby was sent to Ottawa. The case dragged on, through the fall of the Manitoba government, and, finally, pressure from buyers and voters led the federal government to back down. The action was dropped under the new Solicitor General – the MP for Portage la Prairie, Arthur Meighen – and a deal was struck. Legislation would be passed to uphold the surrender and confirm all patents issued to Indians, as long as the title to the lands was retained by the band member up until June 1, 1915. For those cases where the patent had passed from the hands of band members to outside buyers, the buyers could pay an additional \$1 per acre plus 5 per cent interest per annum and obtain title. The legislation was proclaimed into law on May 18, 1915 (Tyler, Wright, and Daniel 1983b, 581-85).

SWAN LAKE IR 7 AND IR 7A

Surrender of 1908

The surrender taken on January 21, 1908, at Swan Lake and Indian Gardens was for 2880 acres of the Swan Lake reserve and all 2403 acres of the Tramping Lake reserve southwest of Battleford, Saskatchewan. The Band had never lived on or used the latter. The conditions of surrender included

- A minimum price at Swan Lake of \$10 per acre and at Tramping Lakes of \$6 per acre.
- The Band's equity set at one-third.
- Of this one-third, \$100 per capita to be paid at signing, and the balance "as soon as sufficient funds are realized from the sale."
- The interest from the balance of funded moneys to be paid to the Band on an annual basis at treaty payment time.

The Order in Council accepting the surrender was passed March 17, 1908, almost as soon as Inspector S. Swinford submitted all the documentation. The land was to be sold without reference to the Department's Land Regulations (NA, RG 10, vol. 3625, file 5217-2).

Surveyor J. Lestock Reid was asked to retrace the township subdivisions made at Swan Lake before the reserve was surveyed. Reid did not submit the plans and valuations until February 6, 1909. The strip surrendered was on the west side of the reserve and was crossed by the railway. Valuations ranged from \$6.25 to \$12.50 per acre, in spite of the \$10 minimum. Chief Surveyor Samuel Bray recommended that these values be revised upward enough to make the average match \$10 per acre. W.A. Orr of the Lands and Timber Branch recommended that the auction take place June 9, 1909, on a 10 payment schedule, with 5 per cent interest charged on the unpaid balance (NA, RG 10, vol. 3625, file 5217-3). In March 1909 Reid submitted a plan and valuation for the Tramping Lake lands, and suggested a valuation of \$10 per acre for all the lands.

George Walton, MPP, was appointed auctioneer for the June 9, 1909, sale. Agent Robert Logan was placed in charge of the sale. The land sold on average for \$17.70 per acre, although one quarter section sold for \$8.75 per acre. One quarter section was not sold, and Logan recommended lowering the upset price for it from \$11.75 per acre. According to his letter of June 14, 1909, he had received an offer for \$7 per acre and suggested accepting it. W.A. Orr recommended to Pedley that this offer be accepted (NA, RG 10, vol. 3625, file 5217-3). The land was not immediately sold, however.

Almost all the buyers were local. T.C. Lusted of Swan Lake, manager of the Bank of Hamilton, bought two quarter sections, and a Mr C. Landry of Mariapolis, a merchant, bought three. A third large buyer mentioned in newspaper coverage, a Mr Budyens, is not listed among the buyers in Department correspondence. Four buyers – Archie Campbell, William Heard, A.R. McMillan, and Samuel Armstrong – were listed as speculators on the sales books, and all used the post office address of Margaret, Man. They may have been working as a company. All but Heard paid above the upset price.

A letter addressed to Secretary McLean and dated April 28, 1909, asked for information about plans and prices for a number of listed sales, including this one. The letter was from John McIver, Indian Agent's Office at Cape Croker, Ont., and in it he suggested that, if he knew the prices,

he could get a company together if it was thought there would be any margin of profits over the next five years. A marginal note of May 6 on the letter stated that information was sent on Fishing Lake, Swan Lake, Stoney Plain, Grizzly Bear's Head/Leanman, and Tramping Lake sales, but exactly how much information was sent was not specified.

On November 17, 1909, Inspector Samuel Jackson wrote to Secretary McLean on behalf of the Band asking when the Tramping Lake lands would be sold. Apparently the issue of a second payment had also been brought up at a band meeting in October; McLean responded to Jackson that the sale in June had brought \$4778.80, one-tenth of which went to the Management Fund, and that the Indians still owed over \$7000 against the advance. In this same letter, McLean noted that an auction of the Tramping Lake lands had been held on June 18, but that no bids had been made.

The Chief and two councillors wrote to the Governor General about the surrender. The letter was dated January 5, 1909, but since it was received January 11, 1910, the true date was probably 1910.

When John McDougall came to talk to us about the sale of part of our reserve he made a lot of nice promises on behalf of the government and said a lot of nice things that pleased us, and we beleived [sic] everything he said was true. One reason we did was because we were told that he was a minister and we were always told that a minister was a person that would not tell a lie to any one. So when he told us that we would be paid two large payments of seventy-five dollars per head, but that we would [illegible] so that he put first payment at one hundred dollars a head for first payment at time of surrender, and another one hundred dollars one year from that time and that was what we understood when we signed the agreement. We have got one payment according to agreement and we want another payment on account of same we have to depend on these moneys to feed our families through the winter as there is no game of any kind to be got here. Our hunters have been out all over the country, and have returned without any game or furs of any kind so that our families are in danger of starvation we humbly ask that the balance of the one third of the money still to come to us from the same that had already taken place on this reserve be paid to us this winter. (NA, RG 10, vol. 3625, file 5217-3)

The letter also enquired about the sale of land at Tramping Lake.

An internal memorandum to Duncan Campbell Scott, dated January 19, 1910, described the conditions of surrender and the sales, and noted that there were insufficient funds to make a second payment, which would not in any event be \$100 per head, but more likely be only about \$23.60. Even

when the second payment came in, in June 1910, there would not be enough to pay back the advance and still make a distribution. The author (whose name is illegible on the memo) suggested that the Tramping Lake lands might be sold if the crops were good in the fall, and that this might bring the equity up to \$100 per head.

According to a handwritten note on the memo, McDougall was to report on the letter from the Indians. McDougall did so on January 21, 1910, referring to himself in the third person. He suggested that the balance of equity should be paid to the Indians not later than June 9, 1910, and that the Indians should be told about the lack of sales in Saskatchewan and that the Department was prepared to follow up on the agreement made with the Indians. McDougall said that he told the Band, as he told all Indians, that they could practise any dance except the “old barbarities” (NA, RG 10, vol. 3625, file 5217-3).

Assistant Secretary Stewart wrote to Agent Logan and told him to explain to the Band that the money for the second payment has not been available, but that it would be made after the second payment on June 9. It was thought that the payments would be about \$23.60. The Tramping Lake lands would be sold when the market was good.

Agent Logan applied to make collections of payments, as he had at Roseau River. This system apparently worked for a few years.

A second auction of the Tramping Lake lands was set for May 26, 1910, to be held in the town of Scott, Saskatchewan, on the same terms as had been used in the Manitoba sales. Mr Thomas Leckey of North Battleford was auctioneer, and Agent J.P.G. Day of the Battleford Agency was put in charge of the sale. The sale reportedly brought in about \$33,000, at good prices (NA, RG 10, vol. 3625, file 5217-3). The buyers included

- John Ainslee, of Culross, Man., whose land was assigned to a Canadian Pacific Railway employee (W. Gerow, Saskatoon Land Agent, Natural Resources Department, CPR).
- H.V. Getty of Gettysbury, Sask., farmer and merchant.
- R. James Speers, Real Estate Agent, Wilkie and N. Battleford. Speers apparently sold his land to John Forslund, Chief Inspector, Natural Resources, CPR, who had William J. Tupper of Tupper, McTavish, Robertson, and Tupper of Winnipeg intervene as a friend with the Minister to avoid cancellation in 1916.

- Bruce McKenzie of Wilkie, real estate agent. Much of his land ended up with the Imperial Bank.
- Alexander James Cameron of Boissevain, Man.
- Charles Robertson, Boissevain, Man.
- Luse Land and Development Co., from St Paul, Minnesota.

Mr Staples asked Frank Oliver in the House of Commons April 22, 1910, if efforts were being made to take a surrender of the remainder of the reserve. Oliver said that he did not think it would be wise to go back immediately until the Department “cleaned up” the prior surrender arrangement. He was prepared to go back, however (Canada, House of Commons, *Debates*, April 10, 1910, 7851).

By 1912 the Band had received their one-third equity from the Swan Lake sale, but not from the Tramping Lake sale. Since there was no provision for the buying of livestock or implements from interest or capital accounts, the band members were allowed to take loans from the capital account provided they were repaid. At the same time the Department began to make plans to sell the remaining land – the quarter section that had not sold in 1909, and the quarter section sold to William Heard which he refused to make payments on. On January 31, 1913, Agent Logan recommended reducing the upset prices; he was overruled, and the Department held out for the original upset prices. On May 11, 1913, the Chief and headmen wrote to the Agent asking that these parcels be sold, since they were getting nothing from the land, and that they be paid their equity from the Tramping Lake sale. Logan was told on May 29 that there was insufficient money in the account to pay them. The band members continued to write to the Superintendent General about payment, as their crops were poor, and they were in debt for horses and farm implements. In November 1913 Inspector Glen Campbell asked Secretary McLean for the funds for a payment because of these debts, and it appears that a payment of about one-third of the equity owed to them from Tramping Lake was paid subsequent to Campbell’s letter, but information in the file at this point is incomplete (NA, RG 10, vol. 3625).

MUSCOWPETUNG IR 80

Surrender of 1909

The terms of the surrender of Muscowpetung IR 80 taken January 4, 1909, were written onto a standard form. Some of the terms were typed, probably before the meeting. One of the typed conditions, which was crossed out at Inspector William Graham's request, was the \$8 per acre minimum sales price. The document provided for \$10,000 to be advanced to the Band at the time of signing, and \$10,000 to be paid one year later. These figures were calculated on the basis of the \$8 per acre (which was crossed out) and were meant to represent 20 per cent of projected sales, but, due to a mathematical error, were in fact about 14 per cent of projected sales. The typed section also directed the Department to pay annual interest to the Band on the balance of sales, with the understanding that a certain portion might be spent for its benefit.

In the handwritten part of the document, a clause has been added to the sentence about payment of interest: "what interest is not spent during the year is to be paid to us." Graham also added the provision that owners of improved land would be paid at the rate of \$5 per acre; payment would be made at the time of taking surrender on an estimated area, and, after valuations were made, the balance, if any, would be paid within two years. The terms at Pasqua did not include the "two year" clause. The provision for compensation for buildings, included at Pasqua, was omitted here. The funding of payments for children aged 12 to 18 was included here, as was a provision that the land was to be sold by auction. This handwriting was Graham's, and differed from the hand in which the date is written.

The surrender was confirmed by Order in Council PC 157/1909 on February 8, 1909, which made no reference to the Land Regulations (NA, RG 10, vol. 4035, file 304072). The copy of the surrender document submitted for the Order in Council had omitted reference to the \$8 per acre minimum price. It also added a witness not on the original document, Alexander Brass.

The land was subdivided for sale in the spring of the same year, by Surveyor J.K. McLean, who sent the plan and valuations to DSGIA Frank Pedley. The valuations ranged from \$6 to \$9 per acre, with an average of \$7.80 per acre. McLean recommended a sale in October, at either Balgonie or Regina, "as nearly all the land between this Reserve and the C.P.R. at Balgonie is now occupied, this should sell well. The farmers all state they are anxious to have an opportunity to purchase."

McLean also enclosed a list of farmers to whom the plan might be sent. All were from Hednesford, Avonhurst, and Balgonie; most of them did buy land at auction (NA, RG 10, vol. 4035, file 304072).

Almost immediately inquiries began to come from Echeyase, the man who had opposed the surrender. He asked on March 1 if he could buy land at auction and was told he could. In June, Surveyor McLean also commented on improvements and added the value of improvements to the sale prices. He recommended that the fence wire be taken from the surrendered portion; he noted an additional improvement on June 15 not mentioned in his original plans, and recommended an advance of funds of \$9.20 to "Echewas."

Another letter came from "Toto" in the Band complaining about the poverty on the reserve and the restrictions enforced by the Department on making a living. This letter was dated March 19 and addressed to Pedley; another came to the Department on March 27, from "Duncan," inquiring about the plans for sales (NA, RG 10, vol. 4035, file 304072).

The sale was set for October 27 at Balgonie, the terms to be 10 payments, with 5 per cent interest charged on instalments. Inspector William Graham was to take charge of the sale, with Thomas Hunter of Regina acting as auctioneer. The sale was advertised in the *Moose Jaw Times*, *Indian Head Prairie Witness*, *Regina Leader*, *Wolseley News*, *Manitoba Free Press*, and *Toronto Globe*. One hundred copies of the advertisements were printed and sent out. Notices were also sent to 28 individuals, including F.W. Grant, Sifton's business associate A.W. Fraser, two band members, some local residents, and a variety of businessmen across Canada. A letter was sent from Pedley to E.N. Lewis, MP, on November 17, 1909, in response to an inquiry about what land was for sale near Regina. The Muscowpetung auction had been held, Pedley wrote, but Lewis would be notified of any new auctions. Apparently Lewis was inquiring on behalf of Grant; Pedley put Lewis's name on the mailing list (NA, RG 10, vol. 4035, file 304072).

At the sale, all but two parcels sold. Graham reported that attendance was good and bidding brisk. The average price per acre was over \$9.16, he said. A total of \$15,186 was collected, not enough to meet the second payment of the 14 per cent advance promised the Band.

Most of the local people on Surveyor McLean's list bought land, and most bought at the upset price. The buyers included

- One departmental employee, William Murison, Agent at Touchwood, three quarter sections
- A group of merchants from Fort William, Ont.
- S. and A.L. McDougall, contractors (O'Brien, Fowler and McDougall Brothers)
- George Ewing
- Augustus Kirby, of Regina and Texas, a major buyer. He speculated and sold the land. His letters to the Department appear on letterhead from the Texas Mouline Plow Co., of Dallas, and the Canadian Mouline Plow Co, of Winnipeg, but he described his profession as barrister (NA, RG 10, vol. 6683, file 114A-2-3).

Small amounts of land were bought also by

- Judge Reginald Rimmer, a former law clerk for DIA. His purchase was cancelled in the 1920s for non-payment.
- Simon James McLean, Board of Railway Commissioners. McLean was visiting the Qu'Appelle area in regard to a Grand Trunk Pacific right-of-way issue just prior to the sale.
- Howard W. Tye, the brother of Graham's secretary, also bought land in Crooked Lakes.
- John Archibald McDonald of Fort Qu'Appelle, the brother of D.H. McDonald of the Saskatchewan Valley Land Co., Liberal and local realtor.

The major buyer was the Western Canada Colonization Company, the firm so prominent at the Crooked Lakes sales. The WCCC assigned its land, 44 parcels, to James Harold Wallis, who was acting on behalf of the Wallis Company of Dubuque, Iowa, of which John Rider Wallis was president. His brother, James Wallis, was treasurer of the company and later president of the News Publishing Company. Although he was to protest, when his payments were in arrears, that he was not a speculator, he was renting the land to others on purchase arrangements. Five of the purchases would eventually be cancelled. Wallis fell into arrears when these arrangements were not working, or when prices were low and his purchasers were not paying him. In 1912 he complained that he had been misled about the profit potential of the investment (see below). His local agent for collections was C.C. Rigby of Balgonie. In the 1920s, Wallis moved to New York to work for the American Relief Foundation, and he engaged Tingley and Malone to look after this interest. Much later, in 1935, after

some of his purchases were cancelled, Wallis, by now living in Washington, DC, turned his land over to the Canada Colonization Company of Regina and Winnipeg, a CPR subsidiary. The cancellations were revoked, and interest reduced from 7 per cent to 5 per cent at the request of this company (NA, RG 10, vol. 6684, file 114-2-18/1, 2, 3).

The Band began to inquire about its payments. On January 13, 1910, the Chief and six band members signed a letter asking for the second payment, due one year from the date of the original surrender. The Assistant Secretary to Commissioner David Laird, J.A.J. McKenna, wrote to Agent Nichol saying that the Department had decided to pay in the spring, when the money could be used for agricultural work. In May, Echeyase wrote again asking for the money. There is no reliable record, but it appears that the Band may not have received the second payment until 1911, along with \$25 in interest; however, a letter from Echeyase in 1911 suggests that it had not received the second payment, only an interest payment. In 1911 Nichol was also asked to list all provisions, clothing, and medicines provided to the Band; in his February 11 response, Nichol said there were only seven destitute people on reserve. In 1915 Nichol was chastised for not paying out the interest money he had received (NA, RG 10, vol. 6684, file 114-2-18/1, 2, 3). **Note:** This issue needs to be researched further.

A letter on file from Balfour, Martin, Casey, and Brown, dated February 24, 1910, to Secretary McLean, refers to the sale held the previous October, and requests a list of buyers. The letter refers to the fact that the Grand Trunk Pacific Branch line, which was to run along the boundary lines between Townships 19 and 20, was now to run through Township 19, in a southwesterly direction. This was the Melville-Regina branch, whose proposed construction was of such interest to the buyers of the Pasqua land in 1906, after the GTP had first announced its intention to build the line potentially crossing the reserve. According to the letter, some of the local settlers were petitioning the GTP to move the line north. The law firm also asked the Department to intercede with the GTP, since it was supposed that the more northerly route would be beneficial to those interested in Indian lands. The only response from the Department was the requested list of buyers (NA, RG 10, vol. 4035, file 304072).

The route plan for the Melville/Regina branch was approved in the summer 1909, but only the first 33 miles were set down in location plans. The rest of the line, from Balcarres to Regina,

remained unsurveyed. The surveyors did not reach the Qu'Appelle area until early 1910, and in March 1910, according to newspaper accounts, the survey from Balcarres south to Regina was begun. In August 1909, the Qu'Appelle Board of Trade had written to the Board of Railway Commissioners that it had been told by GTP in April that the route would be going through its town, Fort Qu'Appelle, but now realized that the line was to pass to the east of the town. Although the response to these protests is not known, the final location plan for the second half of the line was filed in July 1910, and the line went through Fort Qu'Appelle (see NA, RG 46, vol. 1449, file 10863).

Although the northerly location plan to which the February 1910 letter to DIA referred has not been located, it could have been the revised plan to which the Qu'Appelle Board of Trade referred in their August 1909 communication. Sometime between April and August 1909, the GTP might have shifted its proposed location farther north and then moved it back south and east in early 1910. If the northerly route was what buyers of Muscowpetung land expected at the time of sale, it would certainly have brought in speculators like Wallis or Simon McLean of the Board of Railway Commissioners.

THE KEY IR 65

Surrender of 1909

The terms of the Key IR 65 surrender on May 18, 1909, were to dispose of the proceeds from sales as follows:

- One hundred dollars to be paid to each person at time of surrender
- Children aged from 12 to 18 to have their interest moneys funded
- If required for Indians to start farming, implements, wagons, machinery, harness, and stock to be purchased from the proceeds of the sale
- The land to be sold by public auction to the highest bidder.

Both the Key and Keeseekoose surrenders were accepted by Order in Council, Key (PC 1379/1909) on June 21, 1909, and Keeseekoose (PC 593/1909) on July 6. Both documents exempted sales from the Land Regulations.

Surveyor J. Lestock Reid was asked on July 2, 1909, to subdivide the surrendered lands for the Key. “There are no conditions attached to the surrender which will affect the survey. The land is to be sold by public auction to the highest bidder; a reserve price is not mentioned.” Reid was asked to value the land (NA, RG 10, vol. 4039, file 329, 759). The information was not received until a year later, however. The valuations ranged from \$3 to \$8 per acre, with most between \$3 and \$5 per acre. Reid described the soil on the eastern surrendered strip as very good, and on the western strip as being light loam and sand (NA, RG 10, vol. 4039, file 329759). On August 6, 1910, Agent Blewett reported that Peter O’Soup and Thomas Brass of Key’s Band had been asking whether they would get any money for improvements, since they were the only ones affected by the surrender. Although there was no provision in the surrender document for payment for improvements, both men were reimbursed in August.

G.W. Collings, of Togo, Sask., was appointed auctioneer and the sale was to be held at Kamsack on December 1, 1910. The terms of sale were 10 payments, with 5 per cent interest charged on the unpaid purchase money. Inspector William Graham was placed in charge of the sale, and inquiries were directed to him. Advertisements were placed in the *Kamsack Times*, *Yorkton Times*, *Saltcoats Recorder*, *Manitoba Free Press*, the *Regina Leader*, and the *Toronto Globe* (NA, RG 10, vol. 4039, file 329759). On October 31, 1910, William Graham asked that “a blue print and a list of upset prices” be sent to the following persons:

H. Himbry, Kingston, Ont.
The Cut Arm Farm, Ranger, Sask.
Robert MacGregor, Saltcoats, Sask.
J.L. Legatt, Nemegos Station, Lake Superior Div., CPR
J. Darling Whitmore, Regina
William McDowell, Winnipeg
John L. Watson Land Co., 14 Traders Bank Bldg, Winnipeg
George Thompson, Goderich, Ont.

Graham said that he had told the parties that this information would be sent directly from the Department. It is not clear whether these were the people who had made inquiries to him. A note on the letter says that the information was sent November 8, 1910. Apparently the Department’s rules on releasing upset prices had been relaxed in the spring of 1910.

Another individual, O.E. Elsemore, 192 Jarvis Street, Toronto, asked for information on November 7, 1910, and it was sent November 9. Elsemore noted that he had seen the advertisement in the *Globe*. John M. Madison of Canora, Sask., was sent a list of lands on November 9, 1910, as well. McLean told him: “[I]f you desire to acquire more than a quarter section, it will be necessary for you to bid sufficiently high to secure same. This is the only way you can secure a section, as the lands are sold only in quarter sections” (NA, RG 10, vol. 4039, file 329759).

Graham reported on December 6 that 103 of 143 parcels of Key and Keeseekooseland were sold. He did not comment on average prices or attendance. There is nothing on file to show the buyers for the Keeseekooseland lands, nor to show the purchase prices in relation to upset values (although, according to the instructions to Reid, the upset prices were not to guide sales). The buyers at Key included several local farmers, as well as the following:

Crescent Realty, Yorkton, Sask.
Rose J. Watson, Field Museum, Chicago
J.T. Hewitt, Brantford, Ont.
G.L. Jennings, RNWMP officer, Regina
William Frank, real estate agent, Winnipeg, 8 purchases
C.M. Rear, Cordovan, Man., 4 purchases
Alloway and Champion, bankers, Winnipeg, 2 purchases

The Crescent Realty Company of Yorkton also bought Cote land. Its president was Dr J.P. Irving and the secretary treasurer, G.H. Bradbrooke, was also the manager of Bradbrooke Brothers, investment brokers in Yorkton.

Miss Watson may have been working with S.G. Simms, an assistant curator of the Field Museum of Natural History, who made extensive purchases at both Keeseekooseland and Crooked Lakes sales. Another Chicago person, F. L. Schreiner, a grain broker, bought land at Keeseekooseland.

John T. Hewitt was a lawyer from Brantford who also acquired land on the Lestock townsite. Jennings was not the only NWMP officer to purchase land in these sales. Others included W.H. Routledge, John Herbert Hefferman, and the wife of the Commissioner in Regina, Mrs A.B. Perry.

William Forbes Alloway and Henry Thomson Champion were bankers and realtors based in Winnipeg who were major scrip dealers. They also acquired land from the Cumberland IR 100A reserve.

William Frank was a real estate agent located in the McArthur Building, Winnipeg, who also acquired land at St Peters. A review of the file regarding the Frank purchases reveals that Frank bought his land at or near the upset price. He quickly resold the land, mostly to Doukhobors, and, when he died in 1912, the land as part of his estate ended up with the Northern Trusts Company of Winnipeg. This company cancelled some of the sales and entered into lease arrangements. Complaints reached the former agent, W.G. Blewett, now head of his own real estate and insurance agency in Kamsack, and he forwarded them to Commissioner Graham. Blewett also told the Department that he could resell the lands if they were repossessed, and he may have represented himself as an agent of the Department. His offer was declined, and when the lands were repossessed, they were sold by tender in 1925, with the lessees having preference (NA, RG 10, vol, 6695, file 117A-4-33).

The Bands began to receive annual interest distributions in early 1912, but the amounts were small. In 1915, Chief Andrew Quewezance and 28 men from Keeseekoose wrote to the Department reporting on their state of affairs. They said they were having a hard time making a living. They had nothing to sell; wood had no price. There was no fur to sell. The people wanted their land money, at \$30 a head. They had only agreed to sell the land to get the money they needed. The Indians had asked their Agent, but he had not told them that an answer had been received:

I have heard elsewhere that your answer is that Mr. Graham did not make a bargain with us. I think Mr. Graham did not tell you what he think [sic] Indians they sell his land. Don't think very hard what Mr. Graham said think of what I am telling you today. I am not telling a lie what I am telling you sometimes I think I would like to see you to tell you how the Indians are in the reserve. Maybe I would go and see you sometime if you don't do what I tell you I don't know how the Indians would get along and I went far north already this winter to get something to eat for my children about 90 miles from here and I am going again next week for I am short again and I hope to find your letter by the time I come back this is all I am telling you . . . I beg you with a good heart to think of what I am telling you. I will soon write to you and tell you something else. (NA, RG 10, vol. 4039, file 329759)

A few years later there was some discussion about selling the remaining lands to buyers making requests, but the file does not make clear whether the sales in fact took place.

Note: More research on land sales needs to be done for this surrender because the primary surrender files are incomplete.

BOBTAIL IR 139

Surrender of 1909

This section also contains information about Samson's IR 137 surrender of 1909.

The surrender taken on June 12, 1909, was for 10,880 acres of Bobtail IR 139 to be put up for sale. Of the remainder of the reserve, a part south of the Battle River was to be kept for the Montana Band, and part was to be added to the Samson IR 137.

The terms included

- A deduction of 10 per cent for management as usual.
- A distribution of 12½ per cent of the estimated sales proceeds, at \$8 per acre, per capita to the old members of the Bobtail Band and to the members of the Samson, Louis Bull, Ermineskin, and Montana Bands, to a maximum of \$12 per person. After this distribution, the remainder, if any, to be provided to the remnants of Bobtail's Band.
- Balance to be placed to the credit of Samson's and Ermineskin's trust funds pro rata of their Bobtail membership, provided that the Bobtail people are accepted into these bands as full members.
- The interest to be paid in cash.

After the surrender, payments of \$12 were made to members of all four Hobbema bands. The Bobtail people received a special payment of \$1365. Chief Joe Samson and Chief Ermineskin each received \$87.50 (this was not in the surrender document). The payments were made on June 16-18 by the Reverend John McDougall, and on July 6 by Agent Mann. On August 5, 1909, Surveyor J.K. McLean submitted a list of 14 individuals from Bobtail who were to be paid for improvements (not mentioned in surrender document). These people were paid in November (NA, RG 10, vol. 4044, file 345005).

The Bobtail surrender was accepted by Order in Council PC 1674/1909 on July 22, 1909, and the land was to be sold without reference to the Land Regulations. The acceptance of the Samson surrender by Order in Council PC 399/1909 of February 22, 1909, had not mentioned the Land Regulations (NA, RG 10, vol. 4044, file 3450005; vol. 4012, file 267138).

Both reserves were subdivided by McLean, and plans were made to sell them together. The valuations on the Bobtail reserve ranged from \$8 to \$13, and, on the Samson reserve, from \$9 to \$12.

The sale date was set for November 10, at Ponoka, and W.M. Shafft of Ponoka was engaged as auctioneer. The terms of sale were payment in 10 instalments, with interest at 5 per cent.

J.K. McLean submitted a list on August 2, 1909, of local farmers and residents to whom advertisements and plans should be sent. They included Hugh McGrandle, a Dominion Lands Surveyor; Dr Campbell, MPP from Ponoka; a bank manager from Vermillion; and two Ponoka merchants (NA, RG 10, vol. 4044, file 345005). An additional list was submitted in October and included several people from Wetaskiwin and Senator Talbot from Lacombe (NA, RG 10, vol. 4012, file 267138).

Dr Campbell sent information to a J.M. Hodge of Blairgowrie, Scotland, who contacted W.D. Scott, Superintendent of Immigration in Ottawa, about the potential sale of land at Ponoka. Hodge asked to buy the land on behalf of his company. The letter to Scott was dated June 15, three days after the surrender, so Campbell must have sent the information prior to the surrender. There was also a request from a Charles Phillips, of Battle Lake Ranch, Asker, Alta., dated June 15, asking about the survey of Samson's reserve, and asking to buy a block of 10,000 acres for immediate settlement (NA, RG 10, vol. 4012, file 266600).

No reference is on file about the advertisement for the sales. There is a letter from the Hudson's Bay Company in Winnipeg, dated October 22, 1909, in which it was noted that the company had seen an advertisement in the Winnipeg press (NA, RG 10, vol. 4012, file 267138).

The two reserves were put up for sale together on November 10. Only 4553.5 acres of the Samson land sold, and 2285 acres of the Bobtail reserve sold. The average price was \$13.53 per acre. Inspector J.A. Markle was in charge of the sale, and he reported that, although attendance was good, there was too much land to find buyers. In addition, some of land had so much brush that an acre would cost as much to clear as the land was valued for. Some parcels were also broken by the river or by the tracks. Markle said a Mr M. Henry had offered to sell the remainder at upset price, minus a \$1 per acre commission. Henry offered to solicit buyers from the United States, and Markle recommended taking advantage of this offer (NA, RG 10, vol. 4012, file 267138, Markle to McLean, November 13, 1909).

This offer was not accepted, and a second sale was held on June 22, 1910. An additional 1253 acres was sold from Bobtail, and 2240 acres from Samson. Over 9000 acres on the two reserves were

still unsold. Some of this land was later leased, and in 1919 the remainder, approximately 6600 acres from Bobtail, was sold to the Soldier Settlement Board at amounts a dollar or two higher than the original upset prices (Lupul 1978, 37; NA, RG 10, vol. 4012, file 267138).

The majority of the original buyers in 1909 were local Alberta people. However, 19 quarter sections were purchased by F.W. Grant and W.E. Preston of Midland, Ont. Grant was a lawyer and Preston a merchant, and they both had made extensive purchases at other Indian land sales. John Hayes, a CPR conductor from Chapleau, Ont., bought several quarter sections. J.P. Gross, a farmer from Wetaskiwin, was one of the largest purchasers. R.C. Brumpton, merchant, of Red Deer, bought 340 acres and sold them to the Great West Land and Building Co., which was based in Buffalo, New York, but operating out of South Dakota. The representative of the latter firm was William Lowry of Calgary (NA, RG 10, vol. 4012, file 267138).

On December 2, 1909, Inspector Markle wrote to Secretary J.D. McLean that he had been offered an interest in a couple of the quarter sections sold at auction, but he wanted to ask the Department if there were any objections before he proceeded. There was no reply on file. On the same day he inquired whether he could sell unsold land at the upset price, and he was told that plans were underway for a second auction.

At the second sale, June 22, 1910, the land sold to a variety of buyers, only one of whom, Frank Jarman of Ottawa, was from outside Alberta. The purchasers included

Blain and McKelvey of Ponoka
G.B. Henwood, barrister, of Edmonton
Edward J. Peterson, Ponoka

The only repeat buyer was retired liquor merchant Nils Schmidt of Wetaskiwin (NA, RG 10, vol. 4012, file 267138). There was only one buyer in either sale who was on the list suggested by surveyor McLean.

Chief Samson began early in 1910 to ask about the terms of surrender. He inquired on February 25 about the remainder of the 50 per cent owing to the Band, and was told on March 6 that the federal government had first to recoup the advance made at surrender before paying the rest to the Band. At that date, only half the advances made to Samson and Bobtail band members had been recovered by land sales. On March 18, 1910, McDougall wrote to DSGIA Frank Pedley that Samson

had contacted him about the terms. McDougall pointed out to Pedley that the surrender agreement specified that the 50 per cent was to be paid to the Indians before the Department recouped expenses. Pedley wrote to Accountant D.C. Scott on March 23 that he believed they had no authority to do other than recoup the advance prior to further payments to the Band, but that, if there was any truth to what McDougall said, the issue should be considered further. By 1914 the advance had still not been recouped by the Department. The Band continued to ask McDougall for help, even though he had left the employ of the Department. In early 1912, both Samson and Ermineskin bands had begun to receive interest on the sale of the Bobtail land alone (NA, RG 10, vol. 4012, file 267138).

On November 11, 1914, the Band made a statement to McDougall about its surrender, which it hoped he would forward to the Department. It had received only \$4 per capita on the payment of 50 per cent equity that it expected, and this amount had only come recently. The band members described their understanding of the surrender:

We were not anxious to dispose of any of our lands. Several times the officials of the Government asked us to consider the surrender of some of our lands, but we kept putting them off until at last, after some years, we finally decided to surrender the western portion of our reserve, which was contiguous to the Railroad. We did this in the hope of bettering our condition. We are trying to imitate the White Man in his being able to make a living out of the soil. This is an entirely new life for us. Our middle-aged and old people were hunters and wanderers over a big country. They knew nothing about digging and ploughing and living in one place. This new life is very hard on us as a people. The strain of it has killed many of our people and yet we are told that it is the best thing for us, and we are trying to believe that this is true but we find it very hard. Therefore, when we thought that by selling some of our lands we could help to make life easier and more comfortable for ourselves and especially for those who are older in our band. We can see that by the time our young children become men and women it will be much easier for them to live on the Reserve and to follow the ways of the White Man in making their living out of the land, we said among ourselves we will have this money and with it purchase what we need to make our homes more comfortable and to make our old people happier in this new life than they could otherwise be. This was our strong desire, this was our hope, and for this reason we consented to make a surrender. Several years have come and passed since then and a large portion of the land we surrendered is still unsold and the monies for these lands have come to us very slowly . . . Today, what we want to say is this, that we would wish the Government to take over all the lands we surrendered and pay us a fair price for them, and immediately, or as soon as possible let us have one third of the whole price and follow this by giving us another third next Spring and the balance the following year. We believe that what remains of our Reserve will be ample for

our children and their descendents. Therefore we believe that in this matter the future of our people is assured and because of this we want those who have lived in the past and who are still with us to participate in some of the wealth of our Reserve. We are as one man in this our wish, as also in this our request to the Government. (NA, RG 10, vol. 4012, file 267138)

MOOSOMIN IR 112

Surrender of 1909

The terms of the 1909 surrender by which Moosomin gave up all of IR 112 included terms very similar to those at Thunderchild:

- minimum upset price of \$6 per acre
- new reserve, of approximately the same number of acres, to be bought at \$3 per acre
- difference to be funded to the Band
- \$20,000 cash distribution at surrender
- fishing privileges at Murray Lake, ammunition and twine for nets
- Band to have a voice in the expenditure of interest
- timber limit
- rations for two years
- removal of wire fence and building from old to new reserve
- Band to appoint delegates to select new site
- Band, with Thunderchild, to be given an engineer

The site of the new reserve, already chosen, was described in the document. The distribution at the time of surrender amounted to \$147 per person; Josie Moosomin received an additional \$8. The Order in Council accepting the surrender (PC 1539/1909), dated July 6, 1909, recommended sale without reference to the Land Regulations of the Department.

Surveyor John Lestock Reid subdivided the old reserve for sale; the infractions had been issued before the surrender was taken, and the survey was done by the fall of 1909. The valuations ranged from \$3 to \$10 per acre; 22 quarter sections were valued at less than the \$6 minimum. The sale was announced for November 3, 1909. Agent Day was given charge of the sale, and it was advertised for three weeks in nine newspapers in Regina, Saskatoon, Edmonton, Moose Jaw, Battleford, Winnipeg, and Toronto. The terms of sale were to be payment in 10 instalments, with 5 per cent interest on unpaid instalments (NA, RG 10, vol. 4041, file 335933).

Even before the survey was complete, there was interest in the sales. The Battleford Board of Trade asked for 2000 copies of the map of the area for distribution. There was local concern that the Department had not allowed sufficient time for advertising and preparation. W.W. Smith, Secretary of the Battleford Board of Trade, wrote to DSGIA Frank Pedley on October 20, 1909, asking for the sale to be postponed until spring, to give them time to get people “on the ground.” Smith thought this would be the best way to prevent speculation, although he also stated that he had received inquiries from eastern Canada and the United States. Secretary J.D. McLean argued to Pedley that the Indians would not accept a delay, and that the fall date would permit use of cash from fall crop sales. There was no mention of the potential buyers who were making inquiries (NA, RG 10, vol. 4041, file 335933).

The auction was extended from the third into the fourth of November. The auctioneer was Thomas Lecky, of the Champagne, Speers, and Simpson firm. The quarter section on which the English Church mission buildings, the Thunderchild farm buildings, and the schoolhouse were located was reserved from sale. So, too, was the graveyard, land claimed by the Hudson’s Bay Company, and the Highgate station grounds and townsite. Day wired McLean a few days before the sale to say that he had the reference book, but it was missing data on one fractional (a quarter section less than 160 acres): “parties are desirous of bidding.” On November 2, McLean wired the missing information. The land sold at an average of \$8.75 per acre. In all, 29,000 acres were sold, 4603 acres were unsold, and 2249 acres were reserved from sale. Day reported November 10, 1909, that the sale was quiet, and most of the land had been scouted prior to sale. A group of French Canadians from Michigan bought some of the land, but so did a group of speculators. A second sale, on June 1, 1910, disposed of the remainder of the land.

According to the private papers of F.W. Grant, who bought a significant amount of the land either alone or in partnership with William Preston, a meeting was held in Battleford on November 3 and 4, before the sale. Grant acted as secretary, at the Windsor Hotel, and several others were present who would show up as purchasers: J.T. Brown, H. Cameron, W.J. Aikins, W.A. Kenning, and A.J. McCormack. Mr Bennett and Mr Simpson (of the same firm as the auctioneer, Champagne, Speers, and Simpson) attended, and, like the others, were assigned land to buy, but did not do so. According to the notes of the meeting, its purpose was to decide who would buy what land. For the

most part, the assignments matched the actual purchases. The private law papers also revealed that Grant, who was a purchaser at several other Indian land sales, was finding out upset prices in advance of sales, a practice that was prohibited. McMahon (1985, 49-51) cites research linking the handwriting on the margins of the descriptions of land to P.J. O'Connor, a clerk at Headquarters, and to J.D. McLean himself.

James T. Brown, a lawyer and judge from Moosomin, Sask., bought 17 parcels, 2240 acres, although most of his purchases were cancelled when he defaulted on payments; much of the land he bought was actually assigned to F.W. Grant. Others who bought land included W.A. Kenning, W.J. Aikins, MLA Benjamin Prince (who had pressed for the surrender), Father Delmas and the Oblates, J.H. Lamont of Regina, William Hood of Winnipeg, and W.W. Smith, the Secretary of the Battleford Board of Trade. There was also a large group from Michigan. Lamont, a Liberal, and an associate of Clifford Sifton, assigned his land to Philip Poudrier, of the Thunderchild Land Co., and Louis Huard and Alfred Gagnon, of the Delmas Farm Co. Ltd. W.A. Kenning was representing a group of Kenning relations, as he had at the Crooked Lakes sales; George Stewart was involved here also. Aikins, of Dunnville, Ont., also made some purchases with William Preston, Grant's partner. The speculators had considerable difficulty reselling the land, and many sales went into default. Grant, Brown, and Preston all had sales cancelled, although not until 1925-27. Extensions were granted, and transfers were allowed when payment of principal was in arrears (see McMahon 1985, 56-59).

Some of the terms of the surrender were met, and some were not. Although the new reserve was surveyed and people moved onto it, the land was not actually purchased from the Department of the Interior until the 1920s, and not confirmed until 1973. The new reserve, which did not include title to minerals, was inferior in quality, and the Band had great difficulty getting re-established in farming in the coming years. In 1930, Commissioner Graham wrote to Deputy Minister D.C. Scott about land on another reserve, but noted in his letter that the present Moosomin reserve was "hilly, stony, in a frost belt, and practically useless as a farming proposition" (see McMahon 1985, 63).

In 1916 the Band finally got the promised timber lands, IR 112F, confirmed in 1929. The sawmill was operated for a few years on the Thunderchild reserve and was sold in 1930, the proceeds going to Thunderchild. The provision for quarterly interest distribution, which was in the proposal

from the Band but not in the final agreement, was not honoured; annual distributions began in 1911. Free rations were provided (see McMahon 1985, 65-72).

PEIGAN IR 147

Surrender of 1909

The surrender of IR 147, signed on August 18, 1909, contained the following terms:

- surrender of 23,500 acres
- land to be sold at a minimum of \$10 per acre
- 30 per cent of proceeds to be used to purchase and to house motorized equipment for community farming; to purchase seed grain, grass seed, material and construction costs of storehouses or elevators; and for fence materials
- \$25,000 to be set aside to purchase work horses, wagons, and harnesses, and to be issued to individual working Indians as required
- remainder of proceeds to be funded and interest expended in operation of motorized equipment, clothing for the aged and infirm, and other requirements that the government deemed conducive to band welfare

There was no mention of payment for buildings and improvements, or for rations. The surrender was submitted for approval on August 20, 1909, and the land was to be sold without reference to the Land Regulations. The Order in Council (PC 1823/1909) was passed August 28.

Surveyor J.K. McLean, who had been in the region when the surrender was taken and had attended the meetings, at Inspector J.H. Markle's request, began to subdivide the surrendered portion immediately. He submitted the plans and valuations in September, with an average per acre value of just over \$12. Many quarter sections were valued at less than \$10 per acre, however. McLean also put a value on the buildings and improvements of the Indians, and on the value of the Roman Catholic school. The former would not add to the value of the land sales, he said, and would have to be paid for out of receipts; the latter would no longer be used because it adjoined the surrendered sections. The Department came to an agreement with the owners of improvements about value before it put these quarter sections on the market (NA, RG 10, vol. 4034, file 302340-1).

On October 2, after learning from Inspector Markle that the latter had recommended a sale date of December 15, McLean wrote to DSGIA Frank Pedley suggesting changing the date to between November 20 and December 6, because many prospective buyers would be travelling east for Christmas by December 15. Non-local buyers would be reluctant to leave home as well. His suggestion was accepted and the sale set for November 24. George Walton, of 124 Grain Exchange, Winnipeg, was auctioneer, and Markle was placed in charge of the sale. The terms of sale were 10 payments, one-tenth down payment, and 5 per cent interest charged on the unpaid principal.

On September 14, at the same time he forwarded his plans, McLean also submitted a list of 22 people to whom he recommended information be sent about the sale. Most of these were from southern Alberta. E.H. Maunsell, who held the grazing lease, was included, as were the Cridland Brothers, two MPPs for Alberta, and local ranchers. There were several other inquiries on file, including one from E.J. Hanford of Toronto, and one from the Lethbridge Woollen Company, G.L. Whelen, secretary treasurer. And, when Colin McLeod was trying to stop the sale, Markle wired Pedley on November 19, saying that he understood buyers were coming from Oregon, New York, and other states (NA, RG 10, vol. 4034, file 302340-1). Another exchange of letters between Markle and the Department just before the sale confirmed that the mineral rights would be sold with the surface rights.

Markle wrote to the Department on November 26, to report on the sale at Pincher Creek. Not all the land sold, only 12,196 acres, at an average price of just over \$16 per acre; 10,142 acres were not sold, including section 8, which was withheld from sale pending resolution of HBC claims. Two parcels occupied by Indians, who had not yet agreed on a price for improvements, were also withheld. Markle was planning to keep an offer open for one more day for private sales at the upset price. He recommended then reducing the upset prices of any land unsold, having been advised by potential buyers that the prices were a little too high. These lands could be sold at auction in February, or else the new prices could be printed and distributed and people would have an option of purchasing at the new prices, privately, from the Agent. Markle was informed on December 21 by Secretary J.D. McLean that the prices should not be reduced because the land sold at auction had gone for considerably more than the upset price (NA, RG 10, vol. 4034, file 302340-1).

The lawyer who had represented the opponents to the surrender, Colin McLeod, sought an injunction to block the sale, but was unsuccessful. The application was brought before Chief Justice Arthur Sifton (Clifford Sifton's brother) on November 23, and was denied on the basis that the applicants could have started the action earlier, rather than the day before the sale. Notices were also posted at the auction warning potential buyers that action would be taken against buyers to invalidate sales. The North West Mounted Police were brought in, and a "scout" was sent to the reserve to determine whether any violence was threatened. The Roman Catholic sisters teaching at the school were asked to provide information when it appeared that the Indians on reserve would refuse to speak to the scout. Superintendent Primrose of the NWMP sent this information to the Department on December 1, along with the warning that the Indians might engage in vandalism against the buyers or settlers. Apparently Minister Frank Oliver had recently come to interview the Indians and had been told as much (NA, RG 10, vol. 4034, file 302340-1).

On March 28, 1910, Chief Big Swan posted notices in Fort Macleod and district warning buyers that any who attempted to enter the surrendered and sold lands would be ejected forcibly. In a letter to Primrose on April 1, 1910, Constable Fyffe maintained that lawyer McLeod was behind the notices, but that he did not believe any of the settlers would be harmed. An individual named H.C. Ross wrote to Pedley on April 12, 1910, recommending against the Chiefs being deposed; the deposition of the council would lead to bad feelings. In May 1910, three of the Chiefs called on buyers Maxwell, Shaver, and the Cridland brothers and asked them to stop plowing. Constable Fyffe reported that Mr Shaver was told that the young men said that only the young men voted, and that the Chiefs were not being consulted (NA, RG 10, vol. 4034, file 302340-1).

The Reverend Mr Haynes at Brocket was asked by Secretary J.D. McLean on May 13 to speak to the Indians on reserve about the finality of the vote, and to try to dissuade them from making trouble. On June 10, 1910, McLean advised Fred White, Comptroller, RNWMP, that the police should be on alert, at the call of the Agent. At the same time, Haynes reported that people were calming down, with only a few still bitter over events. He said that the lawyer was being paid one dollar per head for those he influenced. He also alleged that Mr Maunsell, who held the grazing lease, was behind the discontent. Haynes called for the deposition of the Chiefs, and their replacement by younger men (NA, RG 10, vol. 4034, file 302340-1).

The buyers at the original sale were mostly from southern Alberta.

- One of those buying the most land was Joseph Maxwell, of New Rockford, ND, who bought 21 quarter sections of land in connection with Henry J. Shaver of Brocket. Almost immediately he began to ask for latitude in payments. In 1912 he got his friend, John Herron, MP, to write on his behalf, asking for acceptance of payment of interest only, because the partner, Shaver, had not put up his share of the cash. In 1928, 18 of the quarter sections had been paid for, and three sales had been cancelled, to be resold to Maxwell (see NA, RG 10, vol. 6691, file 116A-1-4).
- Two quarter sections went to Jean Laidlaw of Hamilton, Ont., and her female partner.
- Dr J.D. Lafferty bought land with Wilton Allhusen of Lyme Regis, Eng., and with George H. Ross, a Calgary lawyer. (Ormsby Allhusen, Wilton's son, lived in Calgary and acted as his father's attorney.) Lafferty was at the time on contract to the Department as a medical attendant to the nearby reserves, including the Peigan. Lafferty and Allhusen picked up 6 quarter sections bought by James Fisk.

Lafferty began to farm the land himself and soon fell behind in paying for his share of the partnership. In 1913 the partners began to try to sell some of the land. They were told that their payments would have to be up to date to get an assignment registered. As the accounts fell more seriously into arrears, they began to sell the land, but monies were still due in the 1920s (NA, RG 10, vol. 6691, file 116A-1-5).

George H. Ross, one of Lafferty's partners, was with the firm Short, Ross and Selwood of Calgary. They then represented Lafferty and Allhusen in their business interests, and appear to have made some of the payments on the land.
- Andrew G. Ross, manager of the Trusts and Guarantee Co., Calgary, also bought land, and assigned some of it to Lafferty and Allhusen. He is clearly connected to George Ross.
- Louis Cabana of Sainte-Rosalie, Que., bought a few quarter sections.
- Janet Black (Mrs William Black), of Brocket, bought land and assigned it to Maxwell and to Lafferty and Allhusen.
- The Cridland Brothers, ranchers from Summerville, Alta., bought a large block of land.
- Land was purchased by a small syndicate from Calgary consisting of Mary Spence, William Spence, physician, David Smith, agent for Massey Harris, William Egbert, physician, and William J. Dilworth, also a Massey Harris agent. Half the land was then assigned to Dilworth, and the rest went to his partners.
- Joseph Edward Woods, of Woods and Steel, surveyors and engineers, bought land and got more land on assignment from William Dugan, also of Pincher Creek,
- Humphrey Annable of the Taber Land Company bought a couple of sections.

According to a letter from Markle dated March 29, 1910, the purchases promised under the surrender had begun, and the Indians appeared well satisfied with the results. These included a steam engine, horses, harnesses, wagons, and granaries. Outfits were given to band members with the expectation that they would be repaid in six years.

Constable Fyffe, in his April 1, 1910, letter to Superintendent Primrose, said that the first distribution of free rations had been issued, and that those opposed to the surrender had not participated. In a letter of September 23, 1913, about rations, Markle said that it was understood at the time of surrender that rations were to be issued for two years, but rations had continued past that time, and that efforts to get band members farming were not as successful as he had hoped. As long as the Indians did not look after their cattle, and were receiving rations, the Blood Indians would have no inducement to surrender. In a letter of May 18, 1966, he said that the promise was for three years (NA, RG 10, series A, vol. 1416). This and other correspondence in 1915 and 1916 makes clear that Markle had promised each farmer that 40 acres would be broken for free, and there would be free seed grain for the first year. On June 29, 1915, McLean asserted that the Department would live up to these promises (NA, RG 10, vol. 7596, file 10116-1).

By 1915 the Agent at Peigan was being informed that the interest account was overdrawn and that collections were slow. The Department could not consent to loans being made to individual Peigan farmers, because these were not being repaid on time either. If the farming was not self-sustaining, it should be discontinued, Secretary McLean said in a letter on May 17, 1915. Markle supported this view. As the restrictions on purchases and rations became obvious, and rations were discontinued in 1917, the Band protested. A meeting on April 25, 1917, revealed, according to Markle, that the Chiefs believed that the surrender would produce cash on a continuing basis for their needs (NA, RG 10, vol. 7596, file 10116-1).

There appears to have been a further sale on June 1, 1910, at which Joseph Maxwell and H.J. Shaver, as well as several other local residents, bought more land. Not all the land was sold, however. In 1914, the unsold Peigan lands were withdrawn from sale and set aside as a winter grazing range; over the years they were leased to outsiders. In 1954 the Band voted to overturn the surrender in order to put the unsold land back into the reserve, and in 1956 the unsold land was reconstituted into the reserve (DIAND, file 773/30-3-147/2).

BLACKFOOT/SIKSIKA IR 146

Surrender of 1910

The terms of the surrender taken on June 15, 1910, were drawn from earlier proposals for surrender, “negotiated” by Inspector J.A. Markle, and from the Peigan surrender, which Markle had taken the previous years. The terms included the following:

- 115,000 acres, more or less, surrendered on the south side of the reserve, south of the Bow River. All coal rights were reserved in the Crown and would not be sold with the land.
- the land to be sold for a minimum of \$1.6 million
- \$50,000 from the proceeds to be invested in working outfits, the cost of which was to be repaid by the Indians within six years
- \$350,000 to be expended within five years of the sale, or as soon as the receipts from the sale warranted, to build 160 cottages, 100 stables, and to buy furnishings (cookstoves, tables, chairs, beds, mattresses, blankets); 8 agricultural motors and ploughs, 2 granaries, 2 elevators, 2 toolsheds, 1 well-boring outfit, fence materials, repairs of roads and culverts
- remaining money to be funded and interest accrued, together with *interest on deferred payments* [a new Department policy], to be used for operating expenses for the equipment, for repairs, for wages for a farm instructor/food distributor; to pay for clothing and blankets for the old and infirm, rations (maximum 7 lbs meat weekly, 5 lbs flour weekly, and 1 lb tea per month per member), or in any other manner which the Government might deem conducive to the welfare of the Indians.

The Order in Council (PC 1669/1910) accepting the surrender was passed on August 22, 1910, and specified that the sale was to take place without reference to the Land Regulations.

Inspector Markle began immediately to manage the sales and implementation. On June 20, 1910, he asked Secretary J.D. McLean whether he was to be responsible for implementation. If so, he would need to be relieved of some inspection duties. He enclosed a draft of a catalogue “that would meet the views of intending land buyers.” Markle recommended including the upset prices for every parcel, making 2000 copies of the catalogue, and holding the sale in November in Calgary (NA, RG 10, vol. 3702, file 17537-3).

The very next day Markle wrote about the need for additional staff for agricultural work; the surrender specified extra wages, but he did not feel this was enough. None of the existing staff was

up to the additional work, either because of competence or physical limitations. Markle wanted an assistant agent, an up-to-date farmer, and assistant farmer, plus occasional part-time help. Additional buildings would be required. Markle suggested that some of these expenses could be paid for out of the management fees. In later correspondence, Markle drew up his own forms for recording sales and assignments; these were rejected by McLean on November 9 because they were not standard forms (NA, RG 10, vol. 3702, file 17537-3).

The surrendered part of the reserve was to be subdivided by W.H. Waddell amid great local interest in the sale. Both the Bassano and the Gleichen Boards of Trade petitioned to have the sales conducted in their towns because of the number of people expected. The sale was not held until the summer of 1911; the survey did not take place until spring.

On February 4, 1911, Markle wrote to McLean about a petition planned by the Farmers' Union to have certain restrictions placed on the conditions of sale. Markle believed that these conditions, if the government acceded, would reduce the value of the land and contradict the understanding of the Indians:

I may say that while this question was under discussion with the Indians, and before they agreed to the surrender, the Indians were assured that the Department would deal justly with them and secure the best possible price for the land in question.

In the spring of 1911, the catalogue recommended by Markle was prepared, and sent to some 200 prospective purchasers. The list included figures well known in Indian land business, including Wilbur Bennett and F.W. Grant, the Luse Land Company, A.W. Fraser, D.H. Hudson, John Hayes of Chapleau, James Gibbons of Edmonton, and C.W. Speers of Brandon. A number of Americans and politicians were on the list, as usual. Advertisements were placed in 20 newspapers, four in Quebec, three in Ontario, three in Saskatchewan, one in Winnipeg (the *Liberal Free Press*), and the rest in Alberta. Buyers were directed to Agent Gooderham, to Markle, or to the dominion lands agents at Calgary, Lethbridge, or Medicine Hat for further information. Whatever restrictions on bidding had been suggested by the Farmers' Union were rejected, according to an April 28 article in the *Albertan*. Everyone would be allowed to bid, and speculation was to be discouraged. Markle was placed in charge of the sale, which was set for June 14, at Gleichen (NA, RG 10, vol. 3702, file 17537-3). J.A. Sterling was retained as auctioneer. Possibly because of the amount of land, his fees were set at a

maximum of \$500, rather than the usual \$200 (NA, RG 10, vol. 6621, file 104A-1-5; vol. 3702, file 17537-4). The Agency clerk at the sale, John William Jowett, had originally been a clerk in the Regina Commissioner's Office in 1886.

The sale, which had been estimated to run at least four days, concluded in only two. Fifty-five per cent of the land was sold at auction. The town of Gleichen, according to a letter of complaint from Markle dated June 26, 1911, held some social events during the sale, to take advantage of the visitors and additional business. One of the events was a horse race. Many Blackfoot people attended and bet on the race, and, even though one of their horses won, Markle said, the judge would not recognize it, and the Blackfoot lost all their money to the whites attending (NA, RG 10, vol. 6621, file 104A-1-5).

The upset prices were known before the sale, and few parcels went for much more; most opened their bids at or slightly above the upset price. A total of \$97,644 was collected at the sale (one-tenth of total proceeds), bringing prices in at an average of \$15 per acre, just above Markle's \$14 per acre estimate. Markle blamed a tight money market for the failure to sell all the parcels (NA, RG 10, vol. 6621, file 104A-1-6).

There were many Alberta buyers, and, according to press coverage, most of them were farmers or ranchers. (Evidently people expected a CPR line, the Suffield-Alderside line, to be built through the reserve — which it was, in 1915). There were several men who bought large amounts of land, however. F.A. Kilbourn of Calgary and Montreal bought the most land and was identified as a speculator; he offered to buy some unsold land at upset price after the sale, and was turned down. Felix McHugh, J.E. Mooney, Dr G.A. Shamberger, A.M. Grace, William Stuckey, James Shouldice (a barrister from Calgary, of Walsh, McCarthy, and Carson), James D. Ponton (Edmonton realtor) and syndicate, Charles McKinnon and James A. Nesbitt, William Bradburn and Richard Knight, and Frank Butler were among the largest buyers. There was one buyer from Iowa, W.J. Holahan, from Mason City, and some from Washington State. The surveyor hired on contract to subdivide the reserve, W.H. Waddell, bought land. J.D. McGregor of Brandon, was one of the biggest buyers. One of Sifton's associates, he was part of the Milk River Cattle Company enterprise with Sifton, and named in several Ferguson Commissioner scandals. McGregor was involved with Turiff and Adamson in some grazing lease affairs.

Markle met some controversy, and some censure from the Department, when it became known that he had altered the terms of sale at the time of the auction. The change he made was contrary to what was publicized before the sale, and was announced only at the opening of the auction. The conditions of sale required a buyer to place a \$100 cash deposit to hold the bid and to pay the balance of the 10 per cent down payment before the close of the sale. Most buyers therefore assumed that they would have three or four days to assemble the necessary cash for the complete down payment. Evidently in an effort to shorten the time frame of the sale, Markle told buyers they had until the close of the day to pay the down payment, or else the land would be put up again the following day. Apparently buyers were not required to place the immediate \$100 cash deposit.

The Department blamed Markle for losing at least one deposit with the unauthorized change, because the buyer's finances did not come through before the close of sale. (Eventually the Department agreed to accept Felix McHugh's money and to conclude the sale.) There was also a dispute between the speculator Kilbourn and J.E. Mooney. The latter had marked a block of land for a farm, but his bid on one quarter section was unsuccessful, and the land went to Kilbourn. Mooney alleged that his was the last bid made, at \$17 per acre, but Markle, supported by the surveyor Fairchild and the auctioneer, asserted that Kilbourn had made the \$17 per acre bid, and the land went to him. Kilbourn then refused to entertain any prospects of selling it back to Mooney, even after Markle, by his word, intervened. Mooney threatened court action, and his legal counsel named Markle as to blame for having changed the conditions of sale. Mooney had understood that he did not have to pay his deposit right away, and did not do so; thus he was unaware until the close of the first day that he had lost the sale. When he complained to Markle and had witnesses sign a written statement about his bid, Markle promised to put the land back up for sale the following day, but he did not do so. (See correspondence among the parties from June 1911 to April 1912, NA, RG 10, vol. 6621, file 104A-1-6.)

In another letter on file, dated June 28, Markle reported to McLean on an arrangement he had made with Kilbourn before the sale:

Before the sale started no one knew the number of days the land would be up at auction and Mr. Kilbourn expected, so he assured me, to receive more funds from some outside point to make the 1/10 down payment. The sale was concluded on the afternoon of the 15th, and before the expected funds arrived. Before the sale started

Mr. Kilbourn made a substantial deposit and it was understood between us that at the close of the sale I would either refund or he would pay up any sum that was deficient. At the close of the sale on the evening of the 15th, we found that he had purchased more than he had funds to make payment on and a number of purchases were cancelled therefor. I agreed to accept the 1/10 payment on these parcels on the afternoon of the 19th but as it was not tendered on that afternoon I concluded to close the record and so instructed Mr. Jowett who had charge of the record. On the evening of the 19th I received a phone message from Mr. Kilbourn that he was then ready to take up the parcels referred to but I informed him that I had instructed Mr. Jowett to consider the record closed.

Markle went on to say that Mr Kilbourn had bought most of his land at the upset price and wanted to buy the land he was unable to secure, plus 20 additional parcels at upset price. This request, was, however, denied by the Department (NA, RG 10, vol. 6621, file 104A-1-6).

Mooney's lawyer, A. Ballachey, stated in a letter dated April 6, 1912, that a number of buyers noticed that the auctioneer would knock down land whenever Kilbourn bid, therefore assuring him of the sale. Kilbourn was alleged to be a speculator bidding on behalf of a syndicate. Kilbourn's Calgary letterhead listed him as a realtor and insurance agent. Correspondence from his sales file reveals:

- He commissioned agents to sell the land in England and the western United States.
- One of the reasons he was speculating was that he expected the CPR to build the Suffield-Alderside line through the reserve.
- Soon after the sale he began to have trouble selling land and making payments, apparently because of poor crops. Upon the intervention of R.B. Bennett, MP, in 1912, his time for payments was extended for that year.
- He did eventually sell the contentious quarter section to Mooney in 1914.
- He had hoped to buy more land at the proposed 1912 land sale.
- He acted as agent for the Blackfoot Farming Co. in the 1917 sale; he had also sold some of his 1911 land to it (NA, RG 10, 6624, file 104-1-41-1).

Some of Markle's actions in this surrender are questionable and are worth noting here. If Markle allowed Kilbourn to place his deposits in advance, and then changed the conditions of sale

to forgo the immediate \$100 deposit at the time of acceptance of bid, this would have assured Kilbourn of his prepaid sales. Markle also extended the time for Kilbourn to make his down payment, but did not do the same for McHugh. Markle then tried to get additional land sold privately to Kilbourn at upset value.

As the sale was being prepared, the Department's attention also turned to the implementation of the terms of the surrender. Rations began in the month of sale. In May 1911, Markle was asked about the items specified for purchase in the surrender; obviously it was too late to use any agricultural implements for the current crop year. Purchasing must have begun slowly, because in August the Indians began to ask the Department when the terms, beyond the rations, would be fulfilled. They of course knew that the land sale had taken place. Agent Gooderham was told by McLean on August 19 that Markle was indeed in charge of implementing the terms of surrender and was making plans to build 20 cottages, granaries, and a warehouse (NA, RG 10, vol. 3702, file 17537-3).

Preliminary plans were made to hold another land sale in the summer of 1912, but it was cancelled. In January 1913 the Department again considered a sale. Both the capital and interest funds were depleted and were not sufficient to cover construction costs or the costs of rations, according to a memorandum of January 16 from Accountant D.C. Scott to DSGIA Frank Pedley. Purchasers were not meeting their payments.

Over that winter and spring the band members began to complain about several issues, including the requirement that they repay the fund for implements and livestock. They had understood that they were to be given mares and cattle for breeding purposes. Scott wrote to Pedley again on April 14, 1913:

Chief Yellow Horse must have understood the conditions of the surrender, because the Indians discussed the matter between themselves after it was explained to them. Mr. Inspector Markle reported that one Head and seven minor Chiefs supported the Surrender, and one Head and four minor Chiefs voted against it. As the White man not making money growing grain, this is only true in the case of complete failure of crops. The growing of grain by the Indians is an experiment under the terms of the Surrender and it should be given a fair trial before condemning it. (NA, RG 10, vol. 3702, file 17537-3)

Markle suggested on February 12, 1917, that the Department should raise interest on sales to 8 per cent, and give a reduction in interest to those who paid before it was due. He also thought that the amount of time which could pass without payment should be limited; for example, the sales would be cancelled if purchasers were three years behind with interest, or five years with payment of principal (NA, RG 10, vol. 6624, file 104A-1-41/1).

A second planned sale in the summer of 1913 was also postponed because money was tight, according to Markle, and the June 1911 buyers were not meeting payments. Markle thought it would be unfair to reduce upset prices at a further sale, since the 1911 buyers would not be pleased. On January 13, 1914, Markle wrote to the Department and suggested a further sale in the spring or early summer. He suggested making the terms easier, more competitive with CPR payment plans: one-tenth down, and 18 additional payments, at 5 per cent interest. He also asked that purchasers on a given quarter section be given the option of acquiring the adjacent quarters in the same section at the same price, providing the upset price on these additional quarters was not higher than the price paid for the original quarter. "I urge consideration of this because I was told by several parties that they would have attended the last land sale with a view of purchasing but when they learned that only one quarter could be obtained at a single deal they decided not to attend the sale" (NA, RG 10, vol. 3702, file 17537-3).

Apparently no further sale was conducted until 1917, however, possibly because land sales in the area were not strong, and many buyers from 1911 continued to default on payments. In April 1915, payments were \$223,796.76 in arrears, and the Department was having to find moneys elsewhere to pay for rations (memorandum from F. Paget, April 14, 1915). The Department proposed cutting back on the rations, an action the Agent and the Band strongly opposed. Agent Gooderham wrote to DSGIA D.C. Scott on May 1, 1915:

The Indians, however, insist that they made the surrender of land largely on the ground that they were promised rations, not only for themselves, but for succeeding generations. They have been assured of the certainty of this again and again, by the Inspector, the Agent, and Staff as well as by the Missionaries on the Reserve, and by Members of Parliament and by visiting officials. The Indians insist that in surrendering the land, they fulfilled their part of the agreement, and that the whole further responsibility of selling the land, collecting the money etc – rests upon the Government, and they drew up and handed to Mr. Inspector Markle a resolution,

which is now probably in the hands of the Department. (NA, RG 10, vol. 3702, file 17537-3)

Inspector Markle had written a long letter to Scott on April 30, 1915, concerning a meeting he had held that day with the Blackfoot; they had brought in the missionaries, as well as their own legal counsel.

Both the Rev. Canon Stocken and the Rev. Father Levern expressed sympathy with the stand the Indians were taking and stated that before the surrender was voted on quite a number of the Indians had asked them as to whether they would depend upon the Department carrying out the conditions as of the surrender if they agreed to it and the Department afterwards ratified it and their reply was, in effect, that "it is as binding as the treaty and that they [the Indians] were perfectly safe in accepting the conditions stated therein, including the supply of food for all time to come." The missionaries named have said that if the agreement is not now carried out in the spirit in which it was accepted by the Indians that the Indians are not likely to have much confidence in the future in statements made by either the Department or the Missionaries.

Mr. Corey [legal counsel for Blackfoot] said that diligence had not been exercised on the part of the Trustees, in his opinion, in placing the unsold land in the market or in the collections of payments and interest on the land sold during June, 1911, therefore the Department were honourably bound to supply the funds to carry out the conditions of surrender.

If you refer to the record of that sale held during June 1911 you will observe that a Mr. Kilbourn purchased land to the value of about \$150,000.00. I am aware that Mr. Kilbourn was anxious for another sale for he frequently inquired from me as to when another sale would be called. It is my opinion that he was prepared to make further purchases and the fact that there was still more than 50% of the land in question unsold hindered him from turning over much of the land he had purchased. Mr. Kilbourn paid in many instances a greater sum than the upset price and naturally wanted to sell at a profit. Prospective buyers of land likely held an old Catalogue of the land and hoped to secure land at the 2nd. sale at, or near, the upset prices, therefore they were not inclined to purchase from Mr. Kilbourn. As I stated in a former letter I was sorry when the 2nd. sale, announced for June, 1912, was cancelled. If a sale had been held about the month of November, 1911, there would be very little unsold Blackfoot land. (NA, RG 10, vol. 3702, file 17537-3)

DSGIA Scott replied to Markle on May 12, 1915, asking how Markle had described the surrender issue to the Indians.

You surely could not have allowed the statements made by the missionaries to pass unchallenged; and the allegation made by Mr. Gooderham in the first paragraph of his letter, that the Indians have been assured of the certainty of the rations by the Inspector, the Agent and the staff, calls for some explanation on the part of our officials. I took it for granted that you would read the surrender to them and explain the undertaking, and I cannot yet believe that that was not done. If you read the surrender you will see that there is no obligation whatever to provide this ration unless the funds are available, and the stated obligation with reference to the free supply of rations is the last on the list . . . In view of the terms of the surrender, I can hardly credit that our officers would fail to explain to the Indians the true intent and meaning of the surrender. It must originally have been explained to them, and the stipulations should have been gone over clause by clause at the meeting on the 30th April.

Markle replied May 25 that at the recent meeting he had reminded the people that he had told them before the surrender that the payment of rations was contingent upon the receipt of interest payments from buyers. He also told them that the Department had been advancing its own money to pay the costs of rations.

While I am not now able to state all of the questions that were asked and the replies given thereto, when the conditions of the surrender were under review, I remember that some members of the band wanted to know whether the rations were to be perpetual or for a stated number of years and that they were told that the Interest Funds provided for a perpetual weekly food issue. I conscientiously believed this to be true, if I had thought otherwise I would have so informed them. My impression is that Mr. Gooderham and the Rev. Canon Stocken and the Rev. Father Levern were as solidly impressed with this view as myself, i.e. when the issue of rations once started that it would be continued. Before the vote was taken, June 15th, 1910, the whole agreement was read over and translated to the interested Indians, and there was a rough sketch of the reserve posted up so that every Indian could see the portion of the reserve to be released and thereby assisted to give an intelligent decision for or against the proposal. The clause in the surrender which reads, "or in such other manner as the Government of Canada may deem most conducive to our welfare and that of our people" was not questioned, according to my memory now, and I do not think that they were informed that the Government reserved the right to change any of the conditions contained in the surrender. My impression is that if they had then been so informed that a majority of the band would have refused to agree to the proposed release of land in question. (NA, RG 10, vol. 3702, file 17537-3)

Scott nonetheless reduced the beef and tea rations in June 1915 on the understanding that the surrender had named a maximum, not a minimum, amount to be supplied.

In September 1916, a group of Gleichen-area residents petitioned Dr Roche, then Minister of Indian Affairs, to hold another sale, and to put up for sale not only the unsold lands from the first auction, but those lands held by speculators who had not made their payments. They asked that it be held in April or May, that the sale be held at Gleichen, and that the land be offered at the original upset prices. A second sale of land was held on June 6, 1917, at Gleichen. Agent J.H. Gooderham was in charge of the sale, and W.L. Tolton of Grainger, Alta, was the auctioneer. Once again there was an extensive mailing of pamphlets and distribution of posters. Gooderham reported on June 18 that the sale was very successful, bringing in \$134,492.00. There were 400 to 500 buyers present, and every parcel sold at an average price of \$23 per acre, 40 to 50 per cent higher than at the first sale. It appears that there was no sale of cancelled purchases from 1911 (NA, RG 10, vol. 4063, file 406557). In 1958, 3878.6 acres were reconstituted as part of the reserve, possibly because of cancellations.

A letter was sent to the *Calgary News Telegram* on May 21, 1917, about the forthcoming sale from "Pro Bono Publico." The letter alleged that after a meeting of the "U.F.A." on May 10, a few prominent members held another meeting to conspire to "defraud the Dominion Government and the Indians of the Blackfoot reserve, at the forthcoming auction sale of land of the reserve." The writer alleged that the men met to allot quarter sections to particular buyers, and to agree in advance not to bid against each other. They also appointed three people to keep prospective buyers away, so prices would be lower (NA, RG 10, vol. 4063, file 406557).

The sale of land improved the Department's abilities to meet the surrender terms. Health conditions improved with the rationing and the new houses. Although 60 houses were built in 1912, the remainder were not built until after the 1917 sale (Jobson 1990, 49-55). Two farming areas were set up in 1912, one near Gleichen, and one near Cluny. Two steam plows were bought, and Markle, as he had promised verbally, had 40 acres broken for each farmer. Farming operations improved over the next five years. More farmers began to farm after the second sale, but poor weather in 1918 and 1919 reduced the output. The Greater Production Scheme under Inspector Graham resulted in a quarter of the cultivated land being leased to outside farmers between 1917 and 1921. The people

were relying on ranching, wage work, and hay sales, with the “insurance” of rations (Jobson 1990, 58-66). Jobson (1990) contends that the rations, housing, farm equipment, and other assistance provided by the surrender helped the Blackfoot to move towards both self-sufficiency and cultural preservation. The 1920s were prosperous years for their farming, but in the 1930s and 1940s while maintaining an enforced and unsatisfactory dependency on government, they fell behind neighbouring non-Indian farmers, as the latter turned to power operations.

MISTAWASIS IR 103

Surrender of 1911

This section contains information on the 1917 and 1919 surrenders.

The terms of the surrender taken on March 20, 1911, in Mistawasis, by Agent Thomas Borthwick, were detailed. Once the land was sold, the proceeds were to be used as follows:

- post, wires, material, and labour for a four-strand fence, to be advanced from sale proceeds
- traction engine, eight-furrow plow, and separator plus fuel, to be advanced against sale proceeds
- the cost per acre of operating the plow and separator to be charged against individual Indians, to be paid from crop sales
- one-half of the remaining proceeds to be spent on horses and machinery, as required
- no equipment to be used by neighbouring reserves without the sanction of the full council
- the remainder of the proceeds to be placed to the credit of the Band; the interest accruing from year to year to be used for repairs and maintenance.

Upon submitting the surrender, Borthwick made an immediate recommendation to change the terms. The surrender gave the Band full ownership over the engine and separator, which would be of no benefit to the other Indians in the Agency. Therefore Borthwick recommended, and Secretary J.D. McLean approved, the purchase of the machinery through Agency funds rather than band funds, with a charge to each Indian who used it (NA, RG 10, Central Registry, file 674/34-13-103, vol. 1).

The surrender was accepted by Order in Council PC 973/1911, dated April 20, 1911. The land was to be sold according to the best interests of the Indians, it stated, but it made no mention of the Land Regulations.

Borthwick then placed valuations on the land, most around \$12 per acre. The prices were accepted by Chief Surveyor Samuel Bray, and the auction was held on August 2, 1911, at Shellbrook, Sask. All the land was bought by two individuals from Prince Albert, physician P.D. Tyerman and realtor W.R. McLeod. Purchase prices ranged from \$12.75 to \$21 per acre. These two individuals were “speculating” in the sense that they were promoting farm and ranch development on the lands they sold. They were, however, to fall far behind on payments after 1912 until 1917, when some of the interest money was finally paid. They then asked for an extension on payments. In 1919 the Department threatened to cancel sales. A new sales agreement was drawn up at that time, at an increased rate of interest, and in 1922 Tyerman assigned all his interest to McLeod. The Department accepted this assignment in spite of the arrears on the account. Eventually, some of the sales were cancelled, and some were only patented in 1946, after some rearrangement of debt load.

Meanwhile, the Band was anxious about the terms of surrender. A meeting was held August 7, 1911, at which the Chief and headmen presented a list of requests, including some on land sales. They asked that, after the fence material was paid for, one-half of the remainder of land sales proceeds be submitted to the Band for their disposal. Borthwick rejected this request in a letter to McLean on August 12, but he did suggest that some interest money should be distributed, as long as the Band gave an unconditional surrender of more land in the same area. He also mentioned that some bands had gotten teams of horses from the surrender proceeds. On August 29, 1911, McLean approved the dispersal of interest to the bands (NA, RG 10, Central Registry, file 674/34-13-103, vol. 1).

Borthwick apparently pursued the idea of a second surrender, and met with the Band on September 7. The Band agreed to surrender the balance of the surveyed strip, if it could receive the entire balance of funds from the August sale for horses, machinery, and other items. Borthwick recommended that the surrender take place as soon as possible, but that the sale be deferred until the following May. Borthwick was authorized to take a surrender of 5066 acres in November, but the

Band rejected it because the Department would not agree to its terms (NA, RG 10, Central Registry, file 674/34-13-103, vol. 1).

Further negotiations between the Band and the Department followed, with the Band insisting that the proceeds from the first sale be distributed on a per capita basis to be used to reduce debts. The Department was reluctant to do this, and wanted control of proceeds. In 1912 it agreed to turn over 50 per cent of the proceeds of both sales to the Band, but only under control of the Agent. In May 1912 Borthwick wrote McLean asking about the Department's position, as he needed to know how much of the reserve to fence. When the fencing was done, it omitted the proposed surrender area (NA, RG 10, Central Registry, file 674/34-13-103, vol. 1).

James McKay, MP, wrote to Pedley on July 23 that one of the Mistawasis councillors had called on him about the proceeds from the last sale:

He states that a little over a year ago nine Quarter Sections were sold on the Reserve, the Indians requesting that the proceeds of the sale should be divided among them. This the Government refused to do and later they consented to the sale of 27 more Quarter Sections on the understanding that half the proceeds of the total sales of the 36 quarters be given to the Indians immediately, and the balance be retained by the Government but the interest to be paid to the Indians annually

McLean sent McKay the terms of the 1911 surrender and explained that the fencing had been supplied, at the cost of about \$5000, that the engine and separator had come out of Agency funds, and that the Indians had agreed to a further surrender. The Band reiterated its terms for a second surrender on October 8, 1912 (NA, RG 10, Central Registry, file 674/34-13-103, vol. 1).

In fact, the Department had spent over \$11,000 on horses, machinery, and fencing, twice as much as the land sales had brought in, so the Band was now in debt to it. There was no cash balance in the sale account to be distributed to the Band, and the account would remain in debt for years. Inspector Chisholm was asked by Pedley in late 1912 to investigate the need for a second surrender, and as a result the Department decided that a second surrender was not imperative, in spite of the debts from the advances, and in spite of extensive individual debt certified by Chisholm on April 29, 1913. Clearly the individuals were to reimburse the Department for horses received out of the surrender sales/advances. Chisholm reported on May 13 that the Band was selling cattle to pay debts,

and that the extent of farming had diminished. He felt that a second surrender would result in the purchase of more equipment which could not be paid for. Similarly, Chisholm felt it was not wise to allow the Indians “to use their capital in paying up these debts” (NA, RG 10, Central Registry, file 674/34-13-103, vol. 1). It is not clear where the funding was to come from.

On October 9, 1913, Borthwick wrote to McLean saying that he believed that the Band had \$7483.64 in account from the 1911 surrender, after the land management fees and fencing materials were deducted, and he had finally decided that it would be a good idea to pay out the proceeds to cover the debts. He was told that this distribution could only have taken place at the time of surrender, according to the law, and that in any event there was no interest because the account was \$5526.67 in arrears from the departmental advance. Meanwhile, creditors were asking for payment of debts, and local residents were asking for more land to be opened up. On November 4, 1914, the Joint Council of Mid-Northern Saskatchewan Municipalities wrote to the Minister of the Interior to have Mistawasis and Sandy Lake reserves opened to settlement (see also NA, RG 10, vol. 8856, file 672/18-10).

The Department refused to consider another surrender, but in 1915 the Band raised the subject of the sale of land from 1911. Agent S.A. Milligan wrote on the Band’s behalf on January 19, 1915, stating that the Band would agree to surrender and to sell more land if 50 per cent of the proceeds of sale could be funded to the Band, with the remainder going into per capita payments to be used to pay off individual debts. Secretary McLean rejected the offer, asserting that the Department was not inclined to consider another surrender. On March 3, McLean wrote again to Milligan. The “Band” owed \$5526.67 against the advance which had been made to the Band at the time of surrender in 1911. Until land sale payments sufficient to pay back this advance were received, no further distributions could be made. Meanwhile, individual farming debts of over \$700 must be paid to the Department through some other means (NA, RG 10, Central Registry, file 674/34-13-103, vol.1)

The Department then paid only for medical supplies and rations for the destitute; band members had to use farm, service, and wage work to pay debts. In February 1917, Agent Milligan reported again to McLean that the Band was willing to surrender the remaining surveyed strip, and this time the Department agreed. DSGIA Scott authorized Milligan to take a surrender for 5028 acres

plus road allowances. The meeting was held on May 21, 1917. Twenty-two of 39 voters attended, and all present voted in favour. A minimum sale price of \$10 per acre was placed on the land. Half of the proceeds of the sale were to be funded, and half distributed. Milligan noted in his report on the surrender that the Band was aware of the arrears in the Tyerman-McLeod account and wanted interest to be compounded on arrears. This became a condition of the new surrender (NA, RG 10, Central Registry, file 674/34-13-103, vol. 1).

The land surrendered in 1917 was not sold immediately, but rather offered after the war to the Soldier Settlement Board (SSB). When the Department wanted a new surrender in 1919 of additional land (11,520 acres) to sell to the SSB, it asked the Band to replace the 1917 terms with a new set of terms on the recommendation of Commissioner Graham. Instead of a 50 per cent cash distribution, as the Band had asked for over many years, the new document allowed a \$50 per capita immediate payment, with half the remaining proceeds to be placed in a capital account, as before, and the other half to be placed in a fund for specific purposes. The band members received an additional \$100 each for the second, larger surrender in 1919; the 1917 terms were entirely replaced in 1919, and proceeds, with the exception of the per capita distributions, were placed in capital funds. Both surrenders promised the Band specific amounts from sales, as the land was to be sold to the SSB. There was no competitive auction of land from either the 1917 or the 1919 surrenders.